

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

UNITED STATES OF AMERICA,
and THE STATE OF DELAWARE,

Plaintiffs,

V.

**NCR CORPORATION and
ALLFIRST FINANCIAL CENTER,
NATIONAL ASSOCIATION,**

Defendants.

Civil Action No. 01-593-SLR

**SUPPLEMENTAL
CONSENT DECREE**

SUPPLEMENTAL CONSENT DECREE

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I. BACKGROUND

A. On August 31, 2001, the United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9607, seeking reimbursement of response costs incurred and to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the NCR Corporation Site in Millsboro, Sussex County, Delaware ("the Site").

B. The State of Delaware (the "State") also filed a complaint against the defendants in this Court alleging that the defendants are liable to the State under Section 107 of CERCLA, 42 U.S.C. § 9607, and Section 9105 of the Delaware Hazardous Substance Cleanup Act, 7 Del. C. Chapter 91 ("HSCA"). The State in its complaint sought reimbursement of response costs incurred and to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Site.

C. On February 28, 2002, this Court entered a Consent Decree (hereinafter “the 2002 Consent Decree”) resolving the liability of defendants NCR Corporation (“NCR”) and Allfirst Financial Center National Association (“Allfirst”) under Section 107(a) of CERCLA for certain response costs incurred by the United States through February 13, 2001 in connection with the Site. A copy of the 2002 Consent Decree is attached hereto as Appendix A. This Supplemental Consent Decree supplements the 2002 Consent Decree and in the event of any conflict between this Supplemental Consent Decree and the 2002 Consent Decree the provisions of this Supplemental Consent Decree shall control.

D. Allfirst merged with and into “Manufacturers and Traders Trust Company (“Manufacturers”)” on July 3, 2003.

E. Pursuant to Paragraph 11.b. of the 2002 Consent Decree, the United States reserved all rights against Settling Defendants with respect to, among other things, “liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs or Interim Response Costs.” The United States has incurred costs that are not within the definition of Past Response Costs or Interim Response Costs in the 2002 Consent Decree.

F. On March 31, 1992, EPA issued a Unilateral Administrative Order to NCR and Manufacturer’s predecessor First Omni Bank, National Association, requiring that they design, construct, operate, and maintain the remedy selected in EPA’s August 1991 Record of Decision for the Site, as amended. EPA Unilateral Administrative Order, In the Matter of NCR Corporation (Millsboro Plant) Superfund Site; Millsboro, Sussex County, Delaware, NCR Corporation and First Omni Bank, National Association, Respondents, EPA Docket No. III-92-14-DC (“Unilateral Administrative Order”). Nothing in this Supplemental Consent Decree is intended to affect in any way any requirement of or obligation imposed by the Unilateral Administrative Order.

G. On December 22, 2005, the United States Court of Appeals for the Third Circuit issued a decision in *United States v. E.I. DuPont de Nemours et al.*, 432 F.3d 161 (3d Cir. 2005), holding that the United States is authorized to recover costs incurred in overseeing private party removal and remedial actions that are not inconsistent with the National Contingency Plan.

H. The purpose of this Supplemental Consent Decree is to require the Settling Defendants to pay response costs incurred by the United States from February 14, 2001 through August 1, 2006, in overseeing NCR's cleanup of the Site, which are defined herein as "Past Response Costs," and to require Settling Defendants to pay the United States' "Future Response Costs," as defined herein, as provided for in Section V of this Supplemental Consent Decree.

I. The Settling Defendants do not admit any liability to the United States arising out of the transactions or occurrences alleged in the complaints. By entering into this Supplemental Consent Decree, or by taking any action in accordance with it, Settling Defendants do not admit any liability for any purpose or admit any issues of law or fact or any responsibility for any release or threatened release of hazardous substances, pollutants, or contaminants from the Site. Further, other than in a proceeding to enforce the terms of this Supplemental Consent Decree, including determining the scope and purpose of it, this Supplemental Consent Decree shall not be admissible in evidence or usable in any way, directly or indirectly, against Settling Defendants in any civil or administrative proceeding.

J. The United States and Settling Defendants agree, and this Court by entering this Supplemental Consent Decree finds, that this Supplemental Consent Decree has been negotiated by the United States and the Settling Defendants in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the United States and the Settling

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Defendants, and that this Supplemental Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the United States and the Settling Defendants, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Settling Defendants consent to and shall not challenge entry of this Supplemental Consent Decree or this Court's jurisdiction to enter and enforce this Supplemental Consent Decree.

III. PARTIES BOUND

2. This Supplemental Consent Decree is binding upon the United States and upon each Settling Defendant and its successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of any Settling Defendant under this Supplemental Consent Decree. The obligations of Settling Defendants under this Supplemental Consent Decree are joint and several. In the event of the insolvency or other failure of one Settling Defendant to implement the requirements of this Supplemental Consent Decree, the remaining Settling Defendant shall complete all such requirements.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Supplemental Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Supplemental Consent Decree or in any appendix attached hereto, the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.
- b. "2002 Consent Decree" shall mean the Consent Decree entered by this Court on February 28, 2002, and all appendices attached thereto.
- c. "Day" shall mean a calendar day. In computing any period of time under this Supplemental Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.
- e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.
- f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- g. "Future Response Costs" shall mean all costs of "response," as defined in 42 U.S.C. § 9601(25), including, but not limited to, direct and indirect costs, that the United States incurs in connection with the ROD and this Supplemental Consent Decree after August 1, 2006. Future Response Costs shall also mean all costs of "response," as defined in 42 U.S.C. § 9601(25), incurred in connection with the ROD from February 14, 2001 through August 1, 2006 and which are not identified in the Narrative Cost Summary Report attached hereto as Appendix B.
- h. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).
- i. "Paragraph" shall mean a portion of this Supplemental Consent Decree identified by an arabic numeral or an upper or lower case letter.
- j. "Parties" shall mean the United States and the Settling Defendants.

k. "Past Response Costs" shall mean costs, including but not limited to direct and indirect costs, that EPA has paid in connection with the Site from February 14, 2001 through August 1, 2006, including interest, and which are identified in the Narrative Cost Summary Report attached hereto as Appendix B.

l. "Plaintiff" shall mean the United States of America and all of its departments, agencies, and instrumentalities.

m. "Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Site signed on August 12, 1991 by the Regional Administrator, EPA Region III, or his/her delegatee, and all attachments thereto and any amendments and/or Explanations of Significant Differences issued therefrom.

n. "Section" shall mean a portion of this Supplemental Consent Decree identified by a Roman numeral.

o. "Settling Defendants" shall mean NCR Corporation and Manufacturers and Traders Trust Company and their predecessors and successors in interest and their officers and directors to the extent their liability arises solely from the liability of NCR Corporation or Allfirst Financial Center National Association.

p. "Site" shall mean the NCR Corporation Superfund Site located approximately 1/4 mile southeast of the intersection of Routes 113 and 24 in Millsboro, Sussex County, Delaware.

q. "Supplemental Consent Decree" shall mean this Supplemental Consent Decree and all appendices attached hereto, which supplements the 2002 Consent Decree.

r. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. REIMBURSEMENT OF RESPONSE COSTS

4. Payment of Past Costs. Within forty-five (45) days of the date of entry of this Supplemental Consent Decree, Settling Defendants shall pay to EPA the sum of \$124,765.00 in

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reimbursement of Past Response Costs by FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures, referencing U.S.A.O. file number 2000V00294, the EPA Region and Site/Spill ID No. 03H8, and DOJ Case No. 90-11-2-749/2. Payment shall be made in accordance with instructions provided to the Settling Defendants by the Financial Litigation Unit of the United States Attorney's Office for the District of Delaware following lodging of this Supplemental Consent Decree. Any payments received by the Department of Justice after 4:00 P.M. (Eastern Time) will be credited on the next business day. At the time of payment, Settling Defendants shall send notice that payment has been made to EPA and DOJ in accordance with Section XI (Notices and Submissions) and to:

Docket Clerk (3RC00)
United States Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 10103-2029

Barbara Borden (3PM30)
United States Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 10103-2029

All or a portion of the total amount to be paid by Settling Defendants pursuant to this Section may be deposited in a special account within the EPA Hazardous Substance Superfund to be retained and used by EPA to conduct or finance response actions at or in connection with the Site including, without limitation, oversight activities, or transferred by EPA to the EPA Hazardous Substance Superfund.

5. Payments for Future Response Costs. Settling Defendants shall pay to EPA all Future Response Costs not inconsistent with the National Contingency Plan. On a periodic basis, the United States will send Settling Defendants a bill requiring payment that includes a cost summary, setting forth direct and indirect costs incurred by EPA, DOJ, and their contractors.

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Settling Defendants shall make all payments within forty-five (45) days of Settling Defendants' receipt of each bill requiring payment, except as otherwise provided in Paragraph 6, below.

Settling Defendants shall make all payments required by this Paragraph 5 in accordance with instructions provided by EPA with each bill and referencing the name and address of the party making the payment, EPA Site/Spill ID No. 03H8, and DOJ Case Number 90-11-2-749/2.

Settling Defendants shall send notice of each payment of Future Response Costs to the United States as specified in Section XI (Notices and Submissions) and to:

Docket Clerk (3RC00)
United States Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103

and

Barbara Borden (3PM30)
United States Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 10103-2029

The total amount to be paid by Settling Defendants pursuant to this Paragraph 5 of this Supplemental Consent Decree shall be deposited in the NCR Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

6. Settling Defendants may contest payment of any Future Response Costs billed under Paragraph 5 if they determine that the United States has made an accounting error or if they allege that a cost item that is included represents costs for a response action that is inconsistent with the National Contingency Plan. Such objection shall be made in writing within forty-five (45) days of receipt of the bill and must be sent to the United States pursuant to Section XI (Notices and Submissions). Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, the Settling

Defendants shall within the 45-day period pay all uncontested Future Response Costs to the United States in the manner described in Paragraph 5. Simultaneously, the Settling Defendants shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Ohio and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. The Settling Defendants shall send to the United States, as provided in Section XI (Notices and Submissions), a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, the Settling Defendants shall initiate the Dispute Resolution procedures in Section X (Dispute Resolution) of this Supplemental Consent Decree. If the United States prevails in the dispute, within five (5) days of the resolution of the dispute, the Settling Defendants shall pay the sums due (with accrued interest) to the United States in the manner described in Paragraph 5. If the Settling Defendants prevail concerning any aspect of the contested costs, the Settling Defendants shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to the United States in the manner described in Paragraph 5; Settling Defendants shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section X (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding the Settling Defendants' obligation to reimburse the United States for its Future Response Costs.

**VI. FAILURE TO COMPLY WITH REQUIREMENTS OF SUPPLEMENTAL
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7. In the event that the payments required by Paragraph 4 are not made within forty-five (45) days of the effective date of this Supplemental Consent Decree or the payments

required by Paragraph 5 are not made within forty-five (45) days of the Settling Defendants' receipt of the bill and supporting documentation, Settling Defendants shall pay Interest on the unpaid balance. The Interest to be paid on Past Response Costs under this Paragraph shall begin to accrue forty-five (45) days after the effective date of this Supplemental Consent Decree. The Interest on Future Response Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of the Settling Defendants' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to make timely payments under this Section. The Settling Defendants shall make all payments required by this Paragraph in the manner described in Paragraph 5.

8. a. **Stipulated Penalties.** The following stipulated penalties shall accrue per violation per day for any noncompliance with this Supplemental Consent Decree:

<i>Penalty Per Violation Per Day</i>	<i>Period of Noncompliance</i>
\$ 3,000.00	1 st through 14 th day
\$ 5,000.00	15 th through 30 th day
\$10,000.00	31 st day and beyond

b. **Demand by EPA.** Stipulated penalties are due and payable within forty-five (45) days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund" and shall be sent to:

United States Environmental Protection Agency, Region III
Attention: Superfund Accounting
P.O. Box 360515
Pittsburgh, PA 15251-6515

All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the party making payment, the EPA Region Site Spill ID No. 03H8, USAO File Number 2000V00294, and DOJ No. 90-11-2-749/2. Copies of check(s) paid pursuant

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to this Paragraph, and any accompanying transmittal letter(s), shall be sent to EPA and DOJ as provided in Section XI (Notices and Submissions) and to:

Docket Clerk (3RC00)
United States Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103

c. Penalties shall accrue as provided in this Section regardless of whether EPA has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Supplemental Consent Decree.

9. If the United States brings an action to enforce this Supplemental Consent Decree, Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

10. Payments made under Paragraphs 8-9 shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to comply with the requirements of this Supplemental Consent Decree.

11. Notwithstanding any other provision of this Section, the United States in its unreviewable discretion, may waive payment of any portion of the stipulated penalties that have accrued pursuant to this Supplemental Consent Decree.

VII. COVENANT NOT TO SUE BY THE UNITED STATES

12. a. *Covenant Not to Sue by the United States.* Except as specifically provided in Paragraph 12.b (Reservation of Rights by United States), the United States covenants not to sue Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for Past Response Costs and Future Response Costs. This covenant not to sue shall take effect upon

receipt by EPA of all payments required by Section V, Paragraph 4 (Payment of Past Response Costs), and Section VI (Failure to Comply with Requirements of Supplemental Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Supplemental Consent Decree. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

b. **Reservation of Rights by the United States.** The covenant not to sue set forth in Paragraph 12.a does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Supplemental Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including but not limited to:

1. liability for failure of Settling Defendants to meet a requirement of this Supplemental Consent Decree;
2. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
3. criminal liability; and
4. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606.

VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

13. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs and Future Response Costs or this Supplemental Consent Decree, including but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of response actions at the Site for which the Past Response Costs or Future Response Costs were incurred, including, any claim under the United

States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law, and;

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs and/or Future Response Costs.

14. Nothing in this Supplemental Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

IX. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

15. Nothing in this Supplemental Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Supplemental Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

16. The Parties agree, and by entering this Supplemental Consent Decree this Court finds, that Settling Defendants are entitled, as of the effective date of this Supplemental Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2). The "matters addressed" in this Supplemental Consent Decree are Past Response Costs and Future Response Costs as defined herein.

17. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Supplemental Consent Decree, it will notify EPA and DOJ in writing no later than sixty (60) days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Supplemental Consent Decree, it will notify EPA and DOJ in writing within ten (10) days of service of the complaint or claim upon it. In addition,

each Settling Defendant shall notify EPA and DOJ within ten (10) days of service or receipt of any Motion for Summary Judgment, and within ten (10) days of receipt of any order from a court setting a case for trial, for matters related to this Supplemental Consent Decree.

18. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by the United States set forth in Section VII.

X. DISPUTE RESOLUTION

19. Unless otherwise expressly provided for in this Supplemental Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Supplemental Consent Decree. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of the Settling Defendants that have not been disputed in accordance with this Section.

20. Any dispute which arises under or with respect to this Supplemental Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed twenty (20) days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one Party sends the other Parties a written Notice of Dispute.

21. Statements of Position.

a. In the event that the Parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within fifteen (15) days after the conclusion of the informal negotiation period, Settling Defendants invoke the formal dispute resolution procedures of this Section by serving on the United States a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the Settling Defendants. The Statement of Position shall specify the Settling Defendants' position as to whether formal dispute resolution should proceed under Paragraph 22 or Paragraph 23 of this Supplemental Consent Decree

b. Within fifteen (15) days after receipt of Settling Defendants' Statement of Position, EPA will serve on Settling Defendants its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. EPA's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under Paragraph 22 or 23. Within fifteen (15) days after receipt of EPA's Statement of Position, Settling Defendants may submit a Reply.

c. If there is disagreement between EPA and the Settling Defendants as to whether dispute resolution should proceed under Paragraph 22 or 23 the parties to the dispute shall follow the procedures set forth in the paragraph determined by EPA to be applicable. However, if the Settling Defendants ultimately appeal to the Court to resolve the dispute, the Court shall determine which paragraph is applicable in accordance with the standards of applicability set forth in Paragraphs 22 and 23.

22. Formal dispute resolution for disputes concerning whether a cost item represents costs that are inconsistent with the National Contingency Plan, and which pertain to the selection or adequacy of any response action and all other disputes that are accorded review

on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. Nothing in this Supplemental Consent Decree shall be construed to allow any dispute by Settling Defendants regarding the validity of the Record of Decision's provisions.

a. EPA shall maintain an administrative record of the dispute which shall contain all statements of position, including supporting documentation, submitted pursuant to this Section. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

b. The Director of the Hazardous Site Cleanup Division, EPA Region III, will issue a final administrative decision resolving the dispute based on the administrative record described in Paragraph 22.a. This decision shall be binding upon the Settling Defendants, subject only to the right to seek judicial review pursuant to Paragraph 22.c and 22.d.

c. Any administrative decision made by EPA pursuant to Paragraph 22.b shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by the Settling Defendants with the Court and served on all Parties within ten (10) days of receipt of EPA's decision. The motion shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Supplemental Consent Decree. The United States may file a response to Settling Defendants' motion.

d. In proceedings on any dispute governed by this Paragraph, Settling Defendants shall have the burden of demonstrating that the decision of the Hazardous Site Cleanup Division Director is arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to Paragraph 22.a.

23. Formal dispute resolution for disputes that neither pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record

under applicable principles of administrative law, shall be governed by this Paragraph 23.

a. Following receipt of Settling Defendants' Statement of Position submitted pursuant to Paragraph 21 the Director of the Hazardous Site Cleanup Division, EPA Region III will issue a final decision resolving the dispute. The Hazardous Site Cleanup Division Director's decision shall be binding on the Settling Defendants unless, within ten (10) days of receipt of the decision, the Settling Defendants file with the Court and serve on the parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of remedial action. The United States may file a response to Settling Defendants' motion.

b. Judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

24. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of the Settling Defendants under this Supplemental Consent Decree not directly in dispute, unless EPA or the Court agrees otherwise. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of the Settling Defendants under the Unilateral Administrative Order issued by EPA to Settling Defendants March 31, 1992. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Paragraph 25. Except as provided in Paragraph 25.d of this Consent Decree, and notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Supplemental Consent Decree. In the event that the Settling Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VI (Failure to Comply with Requirements of Supplemental Consent Decree).

25. Except as provided in subsection d of this Paragraph 25, stipulated penalties shall continue to accrue as provided in Paragraph 24 during any dispute resolution period, but need not be paid until the following:

- a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to this Court, accrued penalties determined to be owing shall be paid to EPA within 15 days of the agreement or the receipt of EPA's decision or order;
- b. If the dispute is appealed to this Court and the United States prevails in whole or in part, Settling Defendants shall pay all accrued penalties determined by the Court to be owed to EPA within sixty (60) days of receipt of the Court's decision or order, except as provided in Paragraph c below;
- c. If the District Court's decision is appealed by any Party, Settling Defendants shall pay all accrued penalties determined by the District Court to be owing to the United States into an interest-bearing escrow account within sixty (60) days of receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every sixty (60) days. Within fifteen (15) days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to EPA or to Settling Defendants to the extent that they prevail;
- d. Stipulated penalties shall not accrue: (1) with respect to a decision by the Director of the Hazardous Site Cleanup, EPA Region III, under Paragraph 22.b or 23.a of Section X (Dispute Resolution), during the period, if any, beginning on the 21st day after the date that Settling Defendants' reply to EPA's Statement of Position is received until the date that the Director issues a final decision regarding such dispute; or (2) with respect to judicial review by this Court of any dispute under Section X (Dispute Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute.

XI. NOTICES AND SUBMISSIONS

26. Whenever, under the terms of this Supplemental Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Supplemental Consent Decree with respect to the United States, EPA, DOJ and Settling Defendants, respectively.

As to the United States:

Patricia Hannigan, Esq.
Assistant United States Attorney
Office of the United States Attorney
Chase Manhattan Center
1201 Market Street
Suite 1100
Wilmington, DE 19899

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DOJ # 90-11-2-749/2)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Patricia C. Miller (3RC42)
Sr. Assistant Regional Counsel
United States Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103

As to Settling Defendant NCR Corporation:

Peter M. Lieb
Senior Vice President and General Counsel
NCR Corporation
1700 Patterson Boulevard
Dayton, OH 45479

As to Settling Defendant Manufacturers and Traders Trust Company:

Manufacturers and Traders Trust Company
Ralph V. Partlow, III
Vice President and Associate General Counsel
25 S. Charles Street, 22nd Floor
Baltimore, MD 21201

XII. RETENTION OF JURISDICTION

27. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Supplemental Consent Decree.

XIII. INTEGRATION/APPENDICES

28. This Supplemental Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Supplemental Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Supplemental Consent Decree. The following appendices are attached to and incorporated into this Supplemental Consent Decree:

“Appendix A” is the 2002 Consent Decree.

“Appendix B” is the Cost Summary Report dated September 6, 2006.

XIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

29. This Supplemental Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Supplemental Consent Decree disclose facts or considerations which indicate that this Supplemental Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Supplemental Consent Decree without further notice.

30. If for any reason this Court should decline to approve this Supplemental Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XV. EFFECTIVE DATE

31. The effective date of this Supplemental Consent Decree shall be the date upon which it is entered by the Court.

XVI. SIGNATORIES/SERVICE

32. The undersigned representative of each Settling Defendant, the Deputy Chief of the Environmental Enforcement Section of the Environment and Natural Resources Division of the United States Department of Justice, certifies that he or she is authorized to enter into the terms and conditions of this Supplemental Consent Decree and to execute and bind legally such Party to this document.

33. Settling Defendants hereby agree not to oppose entry of this Supplemental Consent Decree by this Court or to challenge any provision of this Supplemental Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Supplemental Consent Decree.

34. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Supplemental Consent Decree. Settling Defendants hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

SO ORDERED THIS ____ DAY OF _____, 2008.

United States District Judge

United States v. NCR Corporation (NCR Corporation Site)
Supplemental Consent Decree

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THE UNDERSIGNED PARTIES enter into this Supplemental Consent Decree in the matter of United States v. NCR Corporation et al., civil action no. 01-593-SLR, relating to the NCR Corporation Superfund Site.

FOR THE UNITED STATES OF AMERICA

BRUCE GELBER
Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044

Date

DONNA D. DUER
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044

Feb. 29, 2008

Date

*United States v. NCR Corporation (NCR Corporation Site)
Supplemental Consent Decree*

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THE UNDERSIGNED PARTIES enter into this Supplemental Consent Decree in the matter of United States v. NCR Corporation et al., civil action no. 01-593-SLR, relating to the NCR Corporation Superfund Site.

COLM F. CONNOLLY
United States Attorney
District of Delaware

PATRICIA HANNIGAN
Assistant United States Attorney
District of Delaware
Nemours Building
P.O. Box 2046
Wilmington, DE 19801

3/4/08
Date

*United States v. NCR Corporation (NCR Corporation Site)
Supplemental Consent Decree*

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THE UNDERSIGNED PARTIES enter into this Supplemental Consent Decree in the matter of United States v. NCR Corporation et al., civil action no. 01-593-SLR, relating to the NCR Corporation Superfund Site.

DONALD S. WELSH
Regional Administrator, Region III
U.S. Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103

FEB 20 2008

Date

WILLIAM C. EARLY
Regional Counsel
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103

2/13/08

Date

PATRICIA C. MILLER
Sr. Assistant Regional Counsel
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103

2/6/08

Date

*United States v. NCR Corporation (NCR Corporation Site)
Supplemental Consent Decree*

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FOR NCR CORPORATION:

Edward Gallagher
Law Vice President
NCR Corporation
Law Department
1700 S. Patterson Blvd.
Dayton, Ohio 45479

January 31, 2008
Date

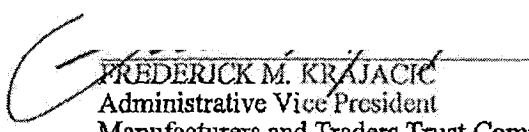
Agent Authorized to Accept Service on Behalf of Above-Signed Party:

General Counsel
NCR Corporation
1700 S. Patterson Blvd.
Dayton, Ohio 45479

*United States v. NCR Corporation (NCR Corporation Site)
Supplemental Consent Decree*

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FOR MANUFACTURERS AND TRADERS TRUST COMPANY:


~~FREDERICK M. KRAJACIC~~
Administrative Vice President
Manufacturers and Traders Trust Company
One M&T Plaza
Buffalo, NY 14203
Attention: Property Management, 2nd Floor

1/31/08
Date

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Ralph V. Partlow, III
Vice President and Associate General Counsel
Manufacturers and Traders Trust Company
22nd Floor
25 South Charles Street
Baltimore, MD 21201
Telephone: 410-244-3810

CERTIFICATE OF SERVICE

I, Maureen R. Davis, an employee in the Office of the United States Attorney for the District of Delaware, hereby attest under penalty of perjury that on **March 6, 2008**, I electronically filed the foregoing **PLAINTIFF UNITED STATES OF AMERICA'S NOTICE OF LODGING OF CONSENT DECREE and PROPOSED SUPPLEMENTAL CONSENT DECREE** with the Clerk of the Court using CM/ECF. Notification of such filing will be mailed via United States First Class Mail, postage prepaid to the following:

W. Harding Drane, Jr, Esquire
Potter Anderson & Corroon, LLP
1313 N. Market St., Hercules Plaza, 6th Flr
P.O. Box 951
Wilmington, DE 19899-0951
(302) 984-6000
wdrane@potteranderson.com

Penelope B. O'Connell, Esquire
Elzufon Austin Reardon Tarlov
& Mondell, P.A.
300 Delaware Avenue, Suite 1700
P.O. Box 1630
Wilmington, DE 19899-1630
302-428-3181
poconnell@elzufon.com

Maureen Crough, Esquire
Sidley Austin, LLP
787 Seventh Avenue
New York, NY 10019

General Counsel
NCR Corporation
1700 S. Patterson Blvd.
Dayton, OH 45479

Ralph V. Partlow, III
Vice President and Associate General Counsel
Manufacturers and Traders Trust Company
25 South Charles Street, 22nd Floor
Baltimore, MD 21201

/s/Maureen R. Davis
Maureen R. Davis
Legal Assistant
Office of the United States Attorney
1007 Orange Street, Suite 700
P. O. Box 2046
Wilmington, DE 19899-2046
(302) 573-6277
Maureen.Davis@usdoj.gov

APPENDIX A

*United States of America and the State of Delaware v. NCR Corporation
and Allfirst Financial Center, National Association,
Civil Action No. 01-593-SLR*

III - 00-18 Re
(03-00-0625)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

de: JG LV
EB AS/NCRS
entered 2/28/08
100

UNITED STATES OF AMERICA,
and THE STATE OF DELAWARE

Plaintiffs,

v.

NCR CORPORATION and
ALLFIRST FINANCIAL CENTER
NATIONAL ASSOCIATION,

Defendants

Civil Action No. 01 - 593

U.S. DISTRICT COURT
DISTRICT OF DELAWARE
2008 FEB 29 PM 1:44

CONSENT DECREE

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

UNITED STATES OF AMERICA,
and THE STATE OF DELAWARE

Plaintiffs,

v.

NCR CORPORATION and
ALLFIRST FINANCIAL CENTER
NATIONAL ASSOCIATION,

Defendants

Civil Action No. _____

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred and to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the NCR Corporation Site in Millsboro, Sussex County, Delaware ("the Site").

B. The State of Delaware (the "State") also filed a complaint against the defendants in this Court alleging that the defendants are liable to the State under Section 107 of CERCLA, 42 U.S.C. § 9607, and Section 9105 of the Delaware Hazardous Substance Cleanup Act, 7 Del. C. Chapter 91 ("HSCA"). The State in its complaint seeks reimbursement of response costs incurred and to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Site.

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Consent Decree

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C. The Defendants that have entered into this Consent Decree ("Settling Defendants") do not admit any liability to Plaintiffs arising out of the transactions or occurrences alleged in the complaints. By entering into this Consent Decree, or by taking any action in accordance with it, Settling Defendants do not admit any liability for any purpose or admit any issues of law or fact or any responsibility for any release or threatened release of hazardous substances, pollutants, or contaminants from the Site. Further, other than in a proceeding to enforce the terms of this Consent Decree, including determining the scope and purpose of it, this Consent Decree shall not be admissible in evidence or usable in any way, directly or indirectly, against Settling Defendants in any civil or administrative proceeding.

D The United States, the State, and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Settling Defendants consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and the State, and upon each Settling Defendant and its successors and assigns. Any change in ownership or corporate or

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other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of any Settling Defendant under this Consent Decree. The obligations of Settling Defendants under this Consent Decree are joint and several. In the event of the insolvency or other failure of one Settling Defendant to implement the requirements of this Consent Decree, the remaining Settling Defendant shall complete all such requirements.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

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g. "Interim Response Costs" shall mean all costs that are not Past Costs, including but not limited to direct and indirect costs, that EPA has paid in connection with the Site through February 13, 2001, including interest on such costs.

h. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

i. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper or lower case letter.

j. "Parties" shall mean the United States, the State of Delaware, and the Settling Defendants.

k. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA have paid at or in connection with the Site through December 31, 1999 and which are identified in the cost summary attached as Appendix A, plus accrued interest on all such costs through November 9, 2000.

l. "Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Site signed on August 12, 1991 by the Regional Administrator, EPA Region III, or his/her delegatee, and all attachments thereto and Explanations of Significant Differences issued therefrom.

m. "Plaintiffs" shall mean the United States and the State.

n. "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

o. "Settling Defendants" shall mean NCR Corporation and Allfirst Financial Center National Association and (a) their officers and directors, and (b) their predecessors and successors in interest to the extent their liability arises solely from the liability of NCR Corporation or Allfirst Financial Center National Association.

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p. "Site" shall mean the NCR Corporation Superfund Site located approximately 1/4 mile southeast of the intersection of Routes 113 and 24 in Millsboro, Sussex County, Delaware and generally depicted on the map included in Appendix B.

q. "State" shall mean the State of Delaware, including its departments, agencies, and instrumentalities.

r. "State Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, together with accrued interest, that the State of Delaware has paid through December 31, 2000 in response to the release or threatened release of hazardous substances at or in connection with the Site, and which are identified in the cost summary attached as Appendix C, but not including amounts reimbursed to the State by EPA.

s. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

t. "HSCA" shall mean the Delaware Hazardous Substance Cleanup Act, 7 Del. C. Chapter 91.

u. "DNREC" shall mean the Delaware Department of Natural Resources and Environmental Control.

V. REIMBURSEMENT OF RESPONSE COSTS

4. a. Payment of Past Costs. Within forty-five (45) days of the effective date of this Consent Decree, Settling Defendants shall pay to EPA the sum of \$769,000.00 in payment of Past Response Costs plus the sum of \$29,500.00 in payment of Interim Costs by FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures, referencing U.S.A.O. file number ____, the EPA Region and Site/Spill ID No. 03H8, and DOJ Case No. 90-11-2-749/1. Payment shall be made in accordance with instructions provided to the Settling Defendants by the

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Financial Litigation Unit of the United States Attorney's Office for the District of Delaware following lodging of the Consent Decree. Any payments received by the Department of Justice after 4:00 P.M. (Eastern Time) will be credited on the next business day. Settling Defendants shall send notice that such payment has been made to the United States as specified in Section XI (Notices and Submissions) and to the Docket Clerk (3RC00), United States Environmental Protection Agency, 1650 Arch Street, Philadelphia, PA 19103. All or a portion of the total amount to be paid by Settling Defendants pursuant to this Section may be deposited in a special account within the EPA Hazardous Substance Superfund to be retained and used by EPA to conduct or finance response actions at or in connection with the Site including, without limitation, oversight activities, or transferred by EPA to the EPA Hazardous Substance Superfund. Use of such funds in such manner shall not relieve Settling Defendants of their liability for any costs incurred in connection with the Site that are not Past Response Costs or Interim Response Costs.

b. Payment of Past Response Costs to the State. Within thirty (30) days of entry of this Consent Decree, Settling Defendants shall pay to the State \$3,769.99, in the form of a certified check or checks or cashier's check or checks, in reimbursement of State Past Response Costs. The check(s) shall be made payable to DNREC and shall reference "NCR Millsboro, DE-P042." Settling Defendants shall send the check(s) to:

DNREC-SIRB
391 Lukens Drive
New Castle, DE 19720

VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

5. Interest on Late Payments. In the event that any payment(s) required by Section V (Reimbursement of Response Costs) or Section VI, Paragraph 6 (Stipulated Penalties), are not received when due, Interest shall continue to accrue on the unpaid balance through the date of payment.

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6. Stipulated Penalties.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance with this Consent Decree:

<i>Penalty Per Violation Per Day</i>	<i>Period of Noncompliance</i>
\$ 3,000.00	1 st through 14 th day
\$ 5,000.00	15 th through 30 th day
\$10,000.00	31 st day and beyond

b. Demand by EPA. Stipulated penalties are due and payable within thirty (30) days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund" and shall be sent to:

United States Environmental Protection Agency, Region III
Attention: Superfund Accounting
P.O. Box 360515
Pittsburgh, PA 15251-6515

All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the party making payment, the EPA Region and Site Spill ID No. 03H8, USAO File Number _____, and DOJ Case No. 90-11-2-749/1. Copies of check(s) paid pursuant to this Paragraph, and any accompanying transmittal letter(s), shall be sent to EPA and DOJ as provided in Section XI (Notices and Submissions) and to the Docket Clerk (3RC00), United States Environmental Protection Agency, 1650 Arch Street, Philadelphia, PA 19103.

c. Demand by the State. Stipulated penalties for failure to pay State Response Costs at the time and in the manner set forth in Paragraph 4(b) of this Consent Decree are due and payable within thirty (30) days of the date of the demand for payment of such penalties by the State. All payments to the State under this Paragraph shall be made by certified or cashier's check made payable to "DNREC" and shall be sent to:

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DNREC-SIRB
391 Lukens Drive
New Castle, DE 19720

All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the party making payment and "DE-P042."

d. Penalties shall accrue as provided in this Section regardless of whether EPA or the State has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

7. If the United States or the State brings an action to enforce this Consent Decree, Settling Defendants shall reimburse the United States and the State for all costs of such action, including but not limited to costs of attorney time.

8. Payments made under Paragraphs 5-7 shall be in addition to any other remedies or sanctions available to Plaintiffs by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

9. Notwithstanding any other provision of this Section, the United States or the State may, in either of their unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree and are demandable by such party.

VII. COVENANT NOT TO SUE BY PLAINTIFFS

11. a. Covenant Not to Sue by United States. Except as specifically provided in Paragraph 11(b) (Reservation of Rights by United States), the United States covenants not to sue Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past

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Response Costs and Interim Response Costs. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section V, Paragraph 4.a (Payment of Past Response Costs), and Section VI, Paragraphs 5 (Interest on Late Payments) and 6(b). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

b. Reservation of Rights by the United States. The covenant not to sue set forth in Paragraph 11(a) does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including but not limited to:

1. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;
2. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
3. criminal liability;
4. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606; and
5. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs or Interim Response Costs.

12. a. Covenant Not to Sue by the State. Except as specifically provided in Paragraph 12(b) (Reservation of Rights by the State), the State covenants not to sue Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and Section 9105 of HSCA, 7 Del. C. § 9105, to recover State Past Response Costs. This covenant not to sue shall take effect upon receipt by the State of all payments required by Section V, Paragraph 4(b) (Payment of State Past Response Costs), and Section VI, Paragraphs 5 (Interest on Late

United States v. NCR Corporation (NCR Corporation Site)
Consent Decree

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Payments) and 6(c). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

b. Reservation of Rights by the State. The covenant not to sue set forth in Paragraph 12(a) does not pertain to any matters other than those expressly specified therein. The State reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including but not limited to:

1. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;
2. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
3. criminal liability;
4. liability for injunctive relief or administrative order enforcement under Section 9109 of HSCA, 7 Del. C. § 9109; and
5. liability for costs incurred or to be incurred by the State that are not within the definition of State Past Response Costs.

VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

13. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or the State, or their contractors or employees, with respect to Past Response Costs, Interim Response Costs, and State Response Costs or this Consent Decree, including but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at the Site for which the Past Response Costs, State Response Costs, or Interim Response Costs were incurred; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs and/or Interim Response Costs.

14. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

IX. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

15. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

16. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and Section 9107(c) of HSCA, 7 Del. C. § 9107(c), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past Response Costs, State Past Response Costs, and Interim Response Costs.

17. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA, DOJ, and the State in writing no later than sixty (60) days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it

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Consent Decree

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for matters related to this Consent Decree, it will notify EPA, DOJ, and the State in writing within ten (10) days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA, DOJ, and the State within ten (10) days of service or receipt of any Motion for Summary Judgment, and within ten (10) days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

18. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiffs set forth in Section VII.

X. RETENTION OF RECORDS

19. Until six (6) years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

20. After the conclusion of the document retention period in the preceding paragraph, each Settling Defendant shall notify EPA, DOJ, and the State at least ninety (90) days prior to the destruction of any such records or documents, and, upon request by EPA, DOJ, or the State, such Settling Defendant shall deliver any such records or documents to EPA or the State. Each Settling Defendant may assert that certain documents, records, or other information are

privileged under the attorney-client privilege or any other privilege recognized by federal law. Each Settling Defendant asserting such a privilege shall provide Plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiffs in redacted form to mask the privileged information only. Each Settling Defendant shall retain all records and documents that it claims to be privileged until the United States and the State have had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendant's favor.

21. By signing this Consent Decree, each Settling Defendant certifies that, to the best of its knowledge and belief, it has:

a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA and DNREC, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site, after notification of potential liability or the filing of a suit against the Settling Defendant regarding the Site; and

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c. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

XI. NOTICES AND SUBMISSIONS

22. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, the State, and Settling Defendants, respectively.

As to the United States:

Judith Kinney, Esquire,
Assistant United States Attorney
Office of the United States Attorney
Chase Manhattan Center
1201 Market Street
Suite 1100
Wilmington, DE 19899

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DOJ # 90-11-2-749/1)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Andrew S. Goldman (3RC41)
Sr. Assistant Regional Counsel
United States Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103

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As to the State:

Christina Wirtz, Manager
DNREC-SIRB
391 Lukens Drive
New Castle, DE 19720

As to Settling Defendant NCR Corporation:

Jon Hoak
Senior Vice President and General Counsel
NCR Corporation
1700 Patterson Boulevard
Dayton, OH 45479

As to Settling Defendant Allfirst Financial Center National Association:

Allfirst Financial Center National Association
c/o Gregory K. Thoreson, Sr. Vice President and General Counsel
Allfirst Bank Corporate Counsel 101-850
25 S. Charles Street
Baltimore, MD 21201

XII. RETENTION OF JURISDICTION

23. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIII. INTEGRATION/APPENDICES

24. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is the December 31, 1999 cost summary.

"Appendix B" is a map generally depicting the Site.

"Appendix C" is the April 3, 2001 State cost summary.

XIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

25. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

26. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XV. EFFECTIVE DATE

27. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

XVI. SIGNATORIES/SERVICE

28. The undersigned representative of each Settling Defendant, the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice, and the Deputy Attorney General for the Delaware Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

29. Settling Defendants hereby agree not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

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30. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

SO ORDERED THIS 18 DAY OF February, 2002

United States District Judge

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THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. NCR Corporation et al., relating to the NCR Corporation Superfund Site.

FOR THE UNITED STATES OF AMERICA

W. BENJAMIN FISHEROW
Deputy Section Chief
Environmental Enforcement Section
Environmental and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

NANCY FLICKINGER
Environmental Enforcement Section
Environmental and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

JUDITH KINNEY
Assistant United States Attorney
Office of the United States Attorney
Chase Manhattan Centre
1201 Market Street, Suite 1100
Wilmington, DE 19899

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DONALD S. WELSH
Regional Administrator, Region III
U.S. Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103-2029

WILLIAM C. EARLY
Regional Counsel
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

ANDREW S. GOLDMAN
Sr. Assistant Regional Counsel
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

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FOR THE STATE OF DELAWARE:

NICHOLAS A. DI PASQUALE
Secretary, Delaware Department of Natural
Resources and Environmental Control

MALCOLM S. COBIN
State Solicitor
Delaware Department of Justice

ROBERT S. KUEHL
Deputy Attorney General
Delaware Department of Justice

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FOR NCR CORPORATION:

[Signature]

Please Type the Following:

Name:

Jon S. Hoak

Title: Vice President & General Counsel

Address: 1700 S. Patterson Blvd.
Dayton, OH 45479

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Please Type the Following:

Name:

Title:

Address:

Telephone:

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FOR ALLFIRST FINANCIAL CENTER NATIONAL ASSOCIATION:


[Signature]

Please Type the Following:

Name: David W. Richardson
Title: Senior Vice President
Allfirst Financial Center National Association
Address: Corporate Facilities Division 109-820,
110 S. Paca Street, 8th Floor,
Baltimore, Maryland 21201

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Please Type the Following:

Name: Allfirst Financial Center National Association
Gregory K. Thoreson
Title: Senior Vice President and Assistant Secretary
Address: Corporate Counsel 101-850,
25 S. Charles Street, Baltimore, Maryland 21201
Telephone: (410) 244-3801

B

APPENDIX B

*United States of America and the State of Delaware v. NCR Corporation
and Allfirst Financial Center, National Association,
Civil Action No. 01-593-SLR*

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Narrative Cost Summary

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

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Interest from 02/14/2000 to 08/01/2006

1. The United States Environmental Protection Agency has incurred at least \$33,799.55 for REGIONAL PAYROLL COSTS.
2. The United States Environmental Protection Agency has incurred at least \$158.60 for REGIONAL TRAVEL COSTS.
3. The United States Environmental Protection Agency has incurred costs of at least \$1,034.00 for DELIVERY OF ANALYTICAL SERVICES contract expenditures. The total represents the amount spent under the GPL LABORATORIES contract.
4. The United States Environmental Protection Agency has incurred costs of at least \$872.00 for DELIVERY OF ANALYTICAL SERVICES contract expenditures. The total represents the amount spent under the GPL LABORATORIES contract.
5. The United States Environmental Protection Agency has incurred costs of at least \$3,941.57 for ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT) contract expenditures. The total represents the amount spent under the LOCKHEED MARTIN SERVICES, INC. contract.
6. The United States Environmental Protection Agency has incurred costs of at least \$235.44 for INTERAGENCY AGREEMENT (IAG) COSTS contract expenditures. The total represents the amount spent under the DEPARTMENT OF JUSTICE contract.
7. The United States Environmental Protection Agency has incurred costs of at least \$14,221.00 for STATE COOPERATIVE AGREEMENT (SCA) COSTS contract expenditures. The total represents the amount spent under the STATE OF DELAWARE contract.
8. The United States Environmental Protection Agency has incurred costs of at least \$19,300.59 for SUPERFUND TECHNICAL ASSESSMENT AND RESPONSE TEAM (START) contract expenditures. The total represents the amount spent under the TETRA TECH EM INC. contract.
9. The United States Environmental Protection Agency has incurred costs of at least \$7,064.59 for Contract Lab program (CLP) contract expenditures.
10. The United States Environmental Protection Agency has incurred costs of at least \$856.80 for Miscellaneous Expenses.
11. The United States Environmental Protection Agency has incurred at least \$49,847.75 for INDIRECT COSTS.

EPA COST BEFORE PREJUDGMENT INTEREST..... \$131,331.89

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Narrative Cost Summary

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

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PREJUDGMENT INTEREST..... \$7,547.95

Total Site Costs:

\$138,879.84

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Itemized Cost Summary

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

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Interest from 02/14/2000 to 08/01/2006

REGIONAL PAYROLL COSTS.....	\$33,799.55
REGIONAL TRAVEL COSTS.....	\$158.60
DELIVERY OF ANALYTICAL SERVICES	
GPL LABORATORIES (59A069NNSA5).....	\$1,034.00
GPL LABORTORIES (59A070NNSA5).....	\$872.00
ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT)	
LOCKHEED MARTIN SERVICES, INC. (68-W0-1018).....	\$3,941.57
INTERAGENCY AGREEMENT (IAG) COSTS	
DEPARTMENT OF JUSTICE (DW15796801D).....	\$235.44
STATE COOPERATIVE AGREEMENT (SCA) COSTS	
STATE OF DELAWARE (99317001).....	\$14,221.00
SUPERFUND TECHNICAL ASSESSMENT AND RESPONSE TEAM (START)	
TETRA TECH EM INC. (68-S3-0002).....	\$19,300.59
CONTRACT LAB PROGRAM	
FINANCIAL COST SUMMARY REPORT FOR CLP.....	\$7,064.59
MISCELLANEOUS (MIS) COSTS.....	\$856.80
EPA INDIRECT COSTS.....	\$49,847.75
EPA COST BEFORE PREJUDGMENT INTEREST.....	\$131,331.89
PREJUDGMENT INTEREST.....	\$7,547.95
Total Site Costs:	<u>\$138,879.84</u>

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NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ALLEN, SONDRAL	2005	27	0.25	10.01
PROJECT OFFICER	2006	06	1.25	50.14
		08	0.75	30.08
		10	3.00	124.30
		11	0.50	20.70
		13	0.75	31.08
		14	1.00	41.44
			7.50	\$307.75
ARNOLD, CHARLENE D.	2001	14	1.25	43.43
ENVIRONMENTAL PROTECTION SPECIALIST		15	4.50	156.42
		19	0.50	17.39
			6.25	\$217.24
ARNOLD, DARIA D.	2001	15	0.50	18.55
OPERATING ACCOUNTANT			0.50	\$18.55
BARRON, JAMES W.	2005	03	6.00	312.56
CHEMIST			6.00	\$312.56
DAPPOLONE, ANTHONY T.	2006	03	2.00	126.94
PROGRAM MANAGER		06	0.25	15.87
		07	0.25	15.87
		09	0.25	16.38
		16	0.25	16.36
			3.00	\$191.42
DELEON-RAMOS, MILAGROS	2006	17	0.25	11.72
ENVIRONMENTAL PROTECTION SPECIALIST		18	10.00	469.26
			10.25	\$480.98
DONOVAN, JOSEPH J.C.	2006	20	0.25	17.73

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NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

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Interest from 02/14/2000 to 08/01/2006

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
SUPERVISORY ATTORNEY ADVISOR	2006	22	0.25	17.73
			0.50	\$35.46
DONOVAN, RUTH ANN M. PURCHASING AGENT	2005	15	0.50	14.30
			0.50	\$14.30
DOUGHERTY, MEGAN PUBLIC AFFAIRS SPECIALIST	2005	10	4.50	147.94
			4.50	\$147.94
GOLDMAN, ANDREW S. ATTORNEY ADVISOR (GENERAL)	2001	13	3.00	163.18
			3.00	\$163.18
IOVEN, DAWN A. TOXICOLOGIST	2003	24	5.00	290.18
	2005	13	2.00	126.49
		19	4.00	259.98
			11.00	\$676.65
JANSON, LAURA PROGRAM MANAGER	2001	19	1.00	57.16
	2006	22	0.25	18.68
			1.25	\$75.84
KELLY, DARLENE F. ENVIRONMENTAL PROTECTION SPECIALIST	2006	18	1.50	78.68
		20	0.25	13.11
		22	0.50	28.14
			2.25	\$117.93
LOSE, KATHERINE ENVIRONMENTAL SCIENTIST	2001	13	0.50	22.12
		14	0.50	22.12
		15	3.00	132.79
		18	0.50	22.13
		19	3.50	154.92

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<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
LOSE, KATHERINE	2001	21	0.50	22.13
		02	1.00	45.51
	2002	03	1.00	45.51
		04	1.00	45.51
		10	0.50	23.95
		11	2.50	119.76
		13	0.50	23.95
		15	0.25	11.96
		17	4.50	215.59
		18	1.50	71.85
		19	0.25	11.96
		20	1.00	47.90
	2003	04	0.25	12.30
		05	0.50	24.61
		07	0.25	12.30
		08	5.25	258.42
		09	0.25	12.70
		11	2.50	127.16
		12	1.50	76.32
		13	1.00	50.86
		14	1.25	64.31
		16	0.75	38.60
		17	0.50	25.72
		18	14.00	720.28
		19	3.50	180.07
		20	2.75	141.47
		21	0.25	12.88
		22	2.50	128.63
		23	3.00	156.51
		25	0.50	25.74
		26	1.00	51.45
		27	0.25	12.88
	2004	03	0.50	25.73
		06	1.25	64.31
		07	2.25	115.75
		08	0.75	38.57

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Interest from 02/14/2000 to 08/01/2006

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
LOSE, KATHERINE	2004	09	2.50	132.00
		15	1.50	80.90
		16	3.75	202.25
		17	4.00	215.73
		18	4.00	215.73
		19	1.00	53.93
		20	5.00	269.67
		21	3.50	188.77
		23	1.00	53.93
	2005	02	1.50	83.39
		03	23.50	1,308.11
		04	10.50	583.58
		05	12.50	694.75
		07	1.00	55.60
			144.25	\$7,553.55
LOWE, JILL ENVIRONMENTAL ENGINEER	2005	18	6.00	313.86
			6.00	\$313.86
LUDZIA, PETER J. RPM SECTION CHIEF	2004	25	2.00	134.64
	2005	04	3.00	192.92
		15	0.50	35.08
		18	5.50	385.92
		19	4.00	280.67
		20	2.50	175.41
		21	1.00	70.16
			18.50	\$1,274.80
MAHONEY, MICHAEL H. CHEMIST	2005	15	0.50	26.89
		16	0.50	26.90
			1.00	\$53.79
MCALLISTER, CHRISTY	2003	22	0.50	15.09

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<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ENVIRONMENTAL SCIENTIST			0.50	\$15.09
MCCALL, DIANE	2001	14	4.00	128.09
MALANCONI, DIANE				
FINANCIAL SPECIALIST			4.00	\$128.09
MELLON, MATTHEW T.	2005	04	6.00	248.01
ENVIRONMENTAL SCIENTIST		08	2.50	103.33
		10	23.00	987.81
		11	18.50	794.51
		12	32.00	1,374.34
		13	26.00	1,116.63
		14	47.00	2,018.56
		15	59.00	2,533.91
		17	24.50	1,052.23
		18	1.50	64.42
		19	31.50	1,352.84
		20	34.50	1,481.69
		21	6.00	257.68
		22	2.00	85.88
		25	1.50	62.04
		26	2.00	82.71
	2006	02	2.00	82.64
		03	12.00	495.86
		04	12.00	495.86
		05	7.00	289.25
		06	3.00	123.96
		07	3.00	123.99
		08	1.00	41.32
		09	0.50	21.34
		10	0.25	10.67
		11	4.00	170.80
		12	13.00	555.07
		13	1.00	42.70

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<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
MELLON, MATTHEW T.	2006	14	4.00	170.80
		20	16.50	704.47
		21	3.00	128.09
			399.75	\$17,073.41
MELVIN, KAREN M.	2006	20	0.25	19.25
WOLPER, KAREN				
SUPERVISORY ENVIRONMENTAL SCIENTIST			0.25	\$19.25
MILLER, PATRICIA C.	2004	09	1.00	57.82
ATTORNEY ADVISOR		16	0.50	29.55
		19	1.50	88.66
		25	1.50	88.66
		26	2.00	118.22
	2005	04	5.00	294.07
		16	2.00	129.42
		18	2.50	161.77
		19	3.00	194.11
		20	4.00	258.84
		21	2.00	129.41
	2006	20	0.25	17.96
			25.25	\$1,568.49
OPONIK, DENISE F.	2001	14	3.00	62.32
ENVIRONMENTAL PROTECTION SPECIALIST			3.00	\$62.32
PANDZA, STEVEN X.	2001	14	1.50	67.26
ACCOUNTANT			1.50	\$67.26
PINO, MARIA A.	2001	13	2.75	123.37
ENVIRONMENTAL ENGINEER		15	0.75	33.64
		19	0.75	33.64

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NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
PINO, MARIA A.	2001	20	1.25	56.08
		24	4.75	219.07
		25	3.25	149.91
		26	1.00	46.12
	2002	10	0.75	36.32
		13	0.50	24.21
		14	1.00	48.43
	2003	22	1.50	75.92
			18.25	\$846.71
RUNDELL, BRUCE M. GEOLOGIST	2001	19	2.00	94.96
	2004	15	6.00	337.97
	2005	04	4.00	226.18
		19	10.00	587.31
			22.00	\$1,246.42
SANCHEZ, ROBERT J. ENVIRONMENTAL ENGINEER	2006	22	0.75	40.51
			0.75	\$40.51
SCHAUL, PETER W. PROGRAM MANAGER	2006	03	1.25	93.08
		11	0.25	19.25
			1.50	\$112.33
SCHULTZ, MARY E. ENVIRONMENTAL SCIENTIST	2002	15	1.00	45.84
	2005	13	2.00	110.94
			3.00	\$156.78
SOSINSKI, PATRICIA F. CHEMIST	2005	13	1.50	76.48
			1.50	\$76.48
THOMAS, TANYA Y.	2006	11	0.50	24.93

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Certified By Financial Management Office

Regional Payroll Report

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ENVIRONMENTAL PROTECTION SPECIALIST			0.50	\$24.93
TORRES, HEATHER GRAY	2001	14	1.00	62.73
SUPERVISORY GENERAL ATTORNEY		17	0.50	31.37
		25	3.00	188.22
			4.50	\$282.32
WISE, NEIL	2001	14	1.00	61.67
SUPERVISORY ATTORNEY		24	1.00	61.69
			2.00	\$123.36
Total Regional Payroll Costs			714.50	\$33,799.55

Report Date: 12/14/2006

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Certified By Financial Management Office

Regional Travel Report

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
LOSE, KATHERINE	TM0113246	ACHA03147	05/29/2003	22.00
ENVIRONMENTAL SCIENTIST	TM0113246	ACHC03147	05/29/2003	49.70
	TM0246699	ACHA04257	09/15/2004	37.20
	TM0246699	ACHC04257	09/15/2004	49.70
				<u>\$158.60</u>
Total Regional Travel Costs				<u><u>\$158.60</u></u>

Report Date: 12/14/2006

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Contract Costs

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

DELIVERY OF ANALYTICAL SERVICES

Contractor Name: GPL LABORATORIES
EPA Contract Number: 59A069NNSA5
Project Officer(s): RUTH ANN DONOVAN
Dates of Service: From: 03/31/2005 To: 05/05/2005
Summary of Service: Testing Water Samples
Total Costs: \$1,034.00

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
13657	03/31/2005	648.00	000A05139 05/23/2005	648.00
13683	04/05/2005	386.00	000A05144 05/26/2005	386.00
			Total:	<u>\$1,034.00</u>

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Contract Costs

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

DELIVERY OF ANALYTICAL SERVICES

Contractor Name: GPL LABORTORIES
EPA Contract Number: 59A070NNSA5
Project Officer(s): RUTH ANN DONOVAN
Dates of Service: From: 04/05/2005 To: 05/05/2005
Summary of Service: Soil Samples
Total Costs: \$872.00

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
13684	04/05/2005	872.00	000A05144 05/26/2005	872.00
			Total:	<u><u>\$872.00</u></u>

Report Date: 12/14/2006

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Certified By Financial Management Office

Contract Costs

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT)

Contractor Name: LOCKHEED MARTIN SERVICES, INC.

EPA Contract Number: 68-W0-1018

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	23	03/21/2005	05/15/2005

Project Officer(s): THAUNG, KHIN

Dates of Service: From: 03/21/2005 To: 05/15/2005

Summary of Service: See Contractor Information Which Follow List Of Vouchers

Total Costs: \$3,941.57

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
3R230305	05/06/2005	66,071.51	R5482 06/02/2005	1,732.99	2,164.54
3R230405	06/07/2005	75,510.91	R5543 07/01/2005	19.58	24.46
Total:				<u>\$1,752.57</u>	<u>\$2,189.00</u>

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Certified By Financial Management Office

Contract Costs

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT)

Contractor Name: LOCKHEED MARTIN SERVICES, INC.

EPA Contract Number: 68-W0-1018

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	23	03/21/2005	05/15/2005

Project Officer(s): THAUNG, KHIN

Dates of Service: From: 03/21/2005 To: 05/15/2005

Summary of Service: See Contractor Information Which Follow List Of Vouchers

Total Costs: \$3,941.57

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
3R230305	R5482	Class	1.249018
3R230405	R5543	Class	1.249018

Report Date: 12/14/2006

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Contract Costs

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT)

Contractor Name: LOCKHEED MARTIN SERVICES, INC.

EPA Contract Number: 68-W0-1018

Contractor Information

Technical Direction Document No.: 0384

Task Order No.: 0023

Period Of Performance: 04/01/2005 to 04/12/2005

Description Of Work: Data Review

Review the CLP analytical data for case 34011

Technical Direction Document No.: 0410

Task Order No.: 0023

Period Of Performance: 04/05/2005 to 04/18/2005

Description Of Work: Data Review

Review the CLP analytical data for case R32169

Technical Direction Document No.: 0413

Task Order No.: 0023

Period Of Performance: 04/05/2005 to 04/20/2005

Description Of Work: Data Review

Review the CLP analytical data for case 34011

Technical Direction Document No.: 0423

Task Order No.: 0023

Period Of Performance: 04/07/2005 to 04/12/2005

Description Of Work: Data Review

Review the CLP analytical data for case 34011

Technical Direction Document No.: 0424

Task Order No.: 0023

Period Of Performance: 04/07/2005 to 04/12/2005

Description Of Work: Data Review

Review the CLP analytical data for case R32169

Technical Direction Document No.: 0428

Task Order No.: 0023

Period Of Performance: 04/08/2005 to 04/15/2005

Description Of Work: Data Review

Review the CLP analytical data for case R32170

SUPPORTING DOCUMENTATION: Monthly Progress Reports & Technical Direction Documents.

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Contract Costs

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

INTERAGENCY AGREEMENT (IAG) COSTS

Federal Agency: DEPARTMENT OF JUSTICE
 IAG Number: DW15796801D
 Project Officer(s): ROBERT STRANGE
 Dates of Service: From: 02/14/2001 To: 09/30/2001
 Summary of Service: See Contractor Information
 Total Costs: \$235.44

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
FY 2001	02/23/2006	235.44	LETTER RPT 09/30/2001	235.44
Total:				<u><u>\$235.44</u></u>

INTERAGENCY AGREEMENT (IAG) COSTS

Federal Agency: DEPARTMENT OF JUSTICE
 IAG Number: DW15796801D

Contractor Information

DOJ/ENRD is responsible for conducting judicial litigation and negotiations, giving legal advice as requested and developing strategy (civil and criminal enforcement, defensive and appellate) as necessary on behalf of EPA in cases referred by EPA for prosecution, defense or amicus participation under CERCLA. Monies transferred under this agreement are intended to support only those CERCLA cases referred by EPA. DOJ/ENRD provides primary support on negotiations of consent decrees under Sections 106, 107 and 122 including lodging thereof; Superfund; defensive and appellate actions on behalf of EPA as required to support effective implementation of the legislation; procurement of non-government witnesses not accommodated by EPA's contract mechanisms; and keeping EPA informed on other CERCLA actions consistent with the national program.

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Certified By Financial Management Office

Contract Costs

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

STATE COOPERATIVE AGREEMENT (SCA) COSTS

State Agency: STATE OF DELAWARE
 SCA Number: 99317001
 Project Officer(s): SONDRA ALLEN
 Dates of Service: From: 04/06/2001 To: 03/23/2006
 Summary of Service: See Contractor Information Which Follows List of Vouchers
 Total Costs: \$14,221.00

Drawdown Number	Drawdown Date	Drawdown Amount	Treasury Schedule Number and Date	Site Amount
0335-1010	04/06/2001	25,875.00	ACHC01099 04/11/2001	653.00
EPA-0335-1012	06/27/2001	45,033.00	ACHC01179 07/03/2001	4,734.00
516000279C1	12/17/2001	57,622.00	AS01351A 12/17/2001	3,301.00
516000279C3	12/19/2001	121,202.00	AS0135301 12/19/2001	136.00
516000279C3	06/21/2002	430,180.00	AS02172A 06/21/2002	1,768.00
516000279C3	10/07/2002	956,777.00	AS02280A 10/07/2002	94.00
516000279C3	03/31/2003	223,462.00	AS03090A 03/31/2003	684.00
516000279C3	06/26/2003	288,434.00	AS03177A 06/26/2003	41.00
516000279A1	12/31/2003	600,514.00	33651049189 12/31/2003	47.00
516000279A1	06/23/2004	600,817.00	41751049189 06/23/2004	156.00
516000279A1	09/28/2004	959,174.00	42721049189 09/28/2004	699.00
516000279A1	12/30/2004	707,229.00	43651049189 12/30/2004	416.00
516000279A1	03/23/2005	416,780.00	50821049189 03/23/2005	369.00
516000279A1	05/27/2005	955,091.00	51471049189 05/27/2005	394.00
516000279A1	03/02/2006	368.00	60621049189 03/02/2006	368.00
516000279A1	04/12/2006	302.00	61031049189 04/12/2006	302.00
516000279A1	06/23/2006	59.00	61771049189 06/23/2006	59.00
Total:				<u>\$14,221.00</u>

Report Date: 12/14/2006

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Contract Costs

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

STATE COOPERATIVE AGREEMENT (SCA) COSTS

State Agency: STATE OF DELAWARE

SCA Number: 99317001

Contractor Information

SCA No.: V99317001

Period Of Performance: 07/01/1994 to 03/31/2007

Description Of Work: Support Agency Cooperative Agreement for Remedial Action Activities

The purpose of this cooperative agreement is to provide funding for the support agency activities of the State Agency during the remedial action phase at this site.

The State of Delaware would perform the following tasks, at the site, as required by EPA, as a Support Agency during the remedial action phase.

- Participate in public meetings and briefings held for local officials and legislators.
- Obtain access to the site and adjoining properties.
- Review proposed change orders and claims.
- Participate in pre-construction and pre-final construction conferences and implementation activities.
- Review O&M manuals or workplans developed by the remedial action contractor.
- Be present at trial runs/shakedowns of major equipment.
- Participate in periodic and final inspections and project acceptance.
- Review pre-final and final inspection reports.
- Review progress reports.

Amendment No.1 - This amendment extends the budget and project periods to December 31, 1996.

Amendment No. 2 - This amendment extends the budget and project periods to December 31, 1999.

Amendment No. 3 - This amendment extends the budget and project periods to March 31, 2001.

Amendment No. 4 - This amendment extends the budget and project periods to March 31, 2002.

Amendment No. 5 - This amendment extends the budget and project periods to March 31, 2004.

Amendment No. 6 - This amendment extends the budget and project periods to March 31, 2006, and updates award conditions which continues National Cash Register Millsboro (Remedial Action Operable Unit One) activities. Groundwater remediation is on-going at the site. Oversight and assistance to the potentially responsible party and EPA continues.

Amendment No. 7 - This amendment extends the budget and project periods to March 31, 2007, and updates the award conditions.

SUPPORTING DOCUMENTATION: State Cooperative Agreement, Amendments and Quarterly Progress Reports.

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Contract Costs

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

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Certified By Financial Management Office

Contract Costs

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

SUPERFUND TECHNICAL ASSESSMENT AND RESPONSE TEAM (START)

Contractor Name: TETRA TECH EM INC.

EPA Contract Number: 68-S3-0002

Project Officer(s): WODARCZYK, KAREN

Dates of Service: From: 05/24/2004 To: 11/30/2005

Summary of Service: See Contractor Information Which Follows List Of Vouchers

Total Costs: \$19,300.59

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
OPT#0312	07/06/2004	449,758.58	R4572 08/12/2004	23.86	9.94
OPT#0401	08/03/2004	338,012.47	04610 09/02/2004	36.02	15.01
OPT#0402	08/30/2004	348,642.32	04648 09/24/2004	0.89	0.29
OPT#0404	11/22/2004	294,917.76	05167 12/21/2004	131.78	54.90
OPT#0406	01/10/2005	332,729.06	05274 02/16/2005	57.22	23.84
OPT#0407	02/07/2005	317,980.27	05313 03/04/2005	195.30	81.36
OPT#0408	02/28/2005	293,532.55	05352 03/25/2005	544.25	226.74
OPT#0409	04/11/2005	389,479.03	05443 05/11/2005	6,871.95	2,862.88
OPT#0410	05/13/2005	424,107.86	05501 06/09/2005	3,594.77	1,497.60
OPT#0411	06/01/2005	387,909.68	05532 06/27/2005	1,448.55	603.47
OPT#0412	07/18/2005	594,571.12	05633 08/16/2005	636.76	265.28
OPT#0413	08/19/2005	27,851.02	05691 09/15/2005	41.50	17.29
OPT#0415	12/12/2005	20,174.79	06220 01/20/2006	41.89	17.45
Total:				<u>\$13,624.54</u>	<u>\$5,676.05</u>

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Certified By Financial Management Office

Contract Costs

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

SUPERFUND TECHNICAL ASSESSMENT AND RESPONSE TEAM (START)

Contractor Name: TETRA TECH EM INC.
EPA Contract Number: 68-S3-0002
Project Officer(s): WODARCZYK, KAREN
Dates of Service: From: 05/24/2004 To: 11/30/2005
Summary of Service: See Contractor Information Which Follows List Of Vouchers
Total Costs: \$19,300.59

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
OPT#0312	R4572	Class	0.416604
OPT#0401	04610	Class	0.416604
OPT#0402	04648	Class	0.416604
OPT#0404	05187	Class	0.416604
OPT#0406	05274	Class	0.416604
OPT#0407	05313	Class	0.416604
OPT#0408	05352	Class	0.416604
OPT#0409	05443	Class	0.416604
OPT#0410	05501	Class	0.416604
OPT#0411	05532	Class	0.416604
OPT#0412	05633	Class	0.416604
OPT#0413	05691	Class	0.416604
OPT#0415	06220	Class	0.416604

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Contract Costs

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

SUPERFUND TECHNICAL ASSESSMENT AND RESPONSE TEAM (START)

Contractor Name: TETRA TECH EM INC.

EPA Contract Number: 68-S3-0002

Contractor Information

Technical Direction Document No.: SE3-04-07-003

Period Of Performance: 06/23/2004 to 06/30/2005

Description Of Work: Remedial

Review PRPs semi-annual report and QAPP. Prepare a field sampling plan and arrange for CLP lab space. Collect groundwater, surface water, sediment and domestic well samples. Analyze for VOCs and metals. Anticipate samples from 6 monitoring wells, an air stripper, 4 domestic wells, 3 surface water and 3 sediment samples. Prepare a trip report, review analytical results and compare to PRPs analytical results. A table summarizing lab results should be provided in report.

Specific Elements: Analytical Services, Conduct Multimedia Sampling, Data Research & Compilation, Document On-Site Activities, Lab Report, Prepare QADP, Prepare Trip Report, Prepare Graphics/Charts, Prepare Sampling Plan, Review Files, Review PRP Plans & Specs, Review Sampling Plan.

Amendment A - Extend completion date from 12/30/2004 to 06/30/2005. Due to delay in receiving the QAPP from the PRP, START contractor could not perform sampling event.

Amendment B - The WAM is changed from Kate Lose to Matthew Mellon.

Amendment C - An additional 50 hours of LOE are approved because the sampling was actually more complicated than originally anticipated due to the short holding times and same-day overnight shipping requirements for the hexavalent chromium samples, therefore more effort was required.

SUPPORTING DOCUMENTATION: Technical Direction Document and Amendments.

Report Date: 12/14/2008

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Financial Cost Summary for the Contract Lab Program

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

CONTRACT LAB PROGRAM (CLP) COSTS

Total Routine Analytical Services (RAS) Costs	\$6,371.62
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Total DynCorp Direct Labor (Labor) Costs	\$892.97
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Total Financial Cost Summary	<u>\$7,064.59</u>
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Certified By Financial Management Office

Financial Cost Summary for the Contract Lab Program

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

CONTRACT LAB PROGRAM (CLP) COSTS**Routine Analytical Services (RAS)**

Total Costs: \$6,371.62

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Class/SMO Amount</u>
<u>Case Number: 34011</u>					
<u>EPA Contract Number: 68-W0-1040. SHEALY ENVIRONMENTAL</u>					
70114	04/29/2005	743.28	R5470 05/25/2005	743.28	395.08
Totals for 68-W0-1040:				\$743.28	\$395.08
<u>EPA Contract Number: 68-W0-2060. SENTINEL, INC</u>					
5MC00Y6	04/02/2005	900.00	R5461 05/18/2005	900.00	478.38
Totals for 68-W0-2060:				\$900.00	\$478.38
<u>EPA Contract Number: 68-W0-3019. ENVIROSYSTEMS, INC.</u>					
50069	04/11/2005	1,752.00	R5466 05/23/2005	1,752.00	931.25
Totals for 68-W0-3019:				\$1,752.00	\$931.25
<u>EPA Contract Number: 68-W0-4007. SENTINEL, INC.</u>					
5MC1AH4	04/02/2005	765.00	R5461 05/18/2005	765.00	406.63
Totals for 68-W0-4007:				\$765.00	\$406.63
Totals for Case Number 34011:				\$4,160.28	\$2,211.34
Totals for Routine Analytical Services:				\$4,160.28	\$2,211.34

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Certified By Financial Management Office
 Financial Cost Summary for the Contract Lab Program
 NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8
 CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006
 Interest from 02/14/2000 to 08/01/2006

CONTRACT LAB PROGRAM (CLP) COSTS

DynCorp Direct Labor (Labor)

Total Costs: \$692.97

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Class/SMO Amount</u>
<u>EPA Contract Number: 68-W0-1034, DYNCORP INFORMATION</u>					
1-17	05/09/2005	847,994.29	R5489 06/06/2005	417.86	222.00
1-18	06/07/2005	895,484.32	R5562 07/13/2005	34.81	18.50
Totals for 68-W0-1034:				\$452.47	\$240.50
Totals for Case Number :				\$452.47	\$240.50
Totals for DynCorp Direct Labor:				\$452.47	\$240.50

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Financial Cost Summary for the Contract Lab Program

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

CONTRACT LAB PROGRAM (CLP) COSTS

Fiscal
Year
2005

Rate Type
Provisional

Class / SMO
Rate
0.531536

Report Date: 12/14/2006

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Certified By Financial Management Office

Miscellaneous (MIS) Costs

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

Miscellaneous (MIS) Costs

Total Costs: \$856.80

Procurement Number	Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Description
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BANKCARD

A5BK0000148	647987	02/18/2005	77,038.60	ACHC06054 02/25/2005	856.80	INDEP NEWSPAPERS OF I
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Vendor Total: \$856.80

Total Miscellaneous Costs: \$856.80

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CRP 121842 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

<u>Fiscal Year</u>	<u>Direct Costs</u>	<u>Indirect Rate(%)</u>	<u>Indirect Costs</u>
2001	7,874.92	55.07%	4,336.74
2002	6,023.25	49.46%	2,979.10
2003	3,405.08	62.93%	2,142.83
2004	3,587.50	62.93%	2,257.62
2005	54,991.04	62.93%	34,805.89
2006	5,602.35	62.93%	3,525.57
	<u>81,484.14</u>		
Total EPA Indirect Costs			<u>\$49,847.75</u>

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CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ARNOLD, CHARLENE D.	2001	14	43.43	55.07%	23.92
		15	156.42	55.07%	86.14
		19	17.39	55.07%	9.58
			<u>\$217.24</u>		<u>\$119.64</u>
ARNOLD, DARIA D.	2001	15	18.55	55.07%	10.22
			<u>\$18.55</u>		<u>\$10.22</u>
GOLDMAN, ANDREW S.	2001	13	163.18	55.07%	89.86
			<u>\$163.18</u>		<u>\$89.86</u>
JANSON, LAURA	2001	19	57.16	55.07%	31.48
			<u>\$57.16</u>		<u>\$31.48</u>
LOSE, KATHERINE	2001	13	22.12	55.07%	12.18
		14	22.12	55.07%	12.18
		15	132.79	55.07%	73.13
		18	22.13	55.07%	12.19
		19	154.92	55.07%	85.31
		21	22.13	55.07%	12.19
			<u>\$376.21</u>		<u>\$207.18</u>
MCCALL, DIANE	2001	14	128.09	55.07%	70.54
			<u>\$128.09</u>		<u>\$70.54</u>

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Interest from 02/14/2000 to 08/01/2006

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
OPONIK, DENISE F.	2001	14	62.32	55.07%	34.32
			<u>\$62.32</u>		<u>\$34.32</u>
PANDZA, STEVEN X.	2001	14	67.26	55.07%	37.04
			<u>\$67.26</u>		<u>\$37.04</u>
PINO, MARIA A.	2001	13	123.37	55.07%	67.94
		15	33.64	55.07%	18.53
		19	33.64	55.07%	18.53
		20	56.08	55.07%	30.88
		24	219.07	55.07%	120.64
		25	149.91	55.07%	82.56
		26	46.12	55.07%	25.40
			<u>\$661.83</u>		<u>\$364.48</u>
RUNDELL, BRUCE M.	2001	19	94.96	55.07%	52.29
			<u>\$94.96</u>		<u>\$52.29</u>
TORRES, HEATHER GRAY	2001	14	62.73	55.07%	34.55
		17	31.37	55.07%	17.28
		25	188.22	55.07%	103.65
			<u>\$282.32</u>		<u>\$155.48</u>
WISE, NEIL	2001	14	61.67	55.07%	33.96

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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
WISE, NEIL	2001	24	61.69	55.07%	33.97
			<u>\$123.36</u>		<u>\$67.93</u>
Total Fiscal Year 2001 Payroll Direct Costs:			<u>\$2,252.48</u>		<u>\$1,240.46</u>

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
99317001	0335-1010	04/11/2001	653.00	0.00	55.07%	359.61
	EPA-0335-1012	07/03/2001	4,734.00	0.00	55.07%	2,607.01
			<u>\$5,387.00</u>	<u>\$0.00</u>		<u>\$2,966.62</u>
DW15796801D FY 2001		09/30/2001	235.44	0.00	55.07%	129.66
			<u>\$235.44</u>	<u>\$0.00</u>		<u>\$129.66</u>
Total Fiscal Year 2001 Other Direct Costs:			<u>\$5,622.44</u>	<u>0.00</u>		<u>\$3,096.28</u>
Total Fiscal Year 2001:			<u>\$7,874.92</u>			<u>\$4,336.74</u>

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
LOSE, KATHERINE	2002	02	45.51	49.46%	22.51
		03	45.51	49.46%	22.51
		04	45.51	49.46%	22.51
		10	23.95	49.46%	11.85

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Interest from 02/14/2000 to 08/01/2006

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
LOSE, KATHERINE	2002	11	119.76	49.46%	59.23
		13	23.95	49.46%	11.85
		15	11.96	49.46%	5.92
		17	215.59	49.46%	106.63
		18	71.85	49.46%	35.54
		19	11.96	49.46%	5.92
		20	47.90	49.46%	23.69
			<u>\$663.45</u>		<u>\$328.16</u>
PINO, MARIA A.	2002	10	36.32	49.46%	17.96
		13	24.21	49.46%	11.97
		14	48.43	49.46%	23.95
			<u>\$108.96</u>		<u>\$53.88</u>
SCHULTZ, MARY E.	2002	15	45.84	49.46%	22.67
			<u>\$45.84</u>		<u>\$22.67</u>
Total Fiscal Year 2002 Payroll Direct Costs:			<u><u>\$818.25</u></u>		<u><u>\$404.71</u></u>

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
09317001	516000279C1	12/17/2001	3,301.00	0.00	49.46%	1,632.87
	516000279C3	12/19/2001	136.00	0.00	49.46%	67.27

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Interest from 02/14/2000 to 08/01/2006

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
99317001	516000279C3	06/21/2002	1,768.00	0.00	49.46%	874.45
			\$5,205.00	\$0.00		\$2,574.39
Total Fiscal Year 2002 Other Direct Costs:			\$5,205.00	0.00		\$2,574.39
Total Fiscal Year 2002:				\$6,023.25		\$2,979.10

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
IOVEN, DAWN A.	2003	24	290.18	62.93%	182.61
			\$290.18		\$182.61
LOSE, KATHERINE	2003	04	12.30	62.93%	7.74
		05	24.61	62.93%	15.49
		07	12.30	62.93%	7.74
		08	258.42	62.93%	162.62
		09	12.70	62.93%	7.99
		11	127.16	62.93%	80.02
		12	76.32	62.93%	48.03
		13	50.86	62.93%	32.01
		14	64.31	62.93%	40.47
		16	38.60	62.93%	24.29
		17	25.72	62.93%	16.19
		18	720.28	62.93%	453.27

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Interest from 02/14/2000 to 08/01/2006

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
LOSE, KATHERINE	2003	19	180.07	62.93%	113.32
		20	141.47	62.93%	89.03
		21	12.88	62.93%	8.11
		22	128.63	62.93%	80.95
		23	156.51	62.93%	98.49
		25	25.74	62.93%	16.20
		26	51.45	62.93%	32.38
		27	12.86	62.93%	8.09
			<u>\$2,133.19</u>		<u>\$1,342.43</u>
MCALLISTER, CHRISTY	2003	22	15.09	62.93%	9.50
			<u>\$15.09</u>		<u>\$9.50</u>
PINO, MARIA A.	2003	22	75.92	62.93%	47.78
			<u>\$75.92</u>		<u>\$47.78</u>
Total Fiscal Year 2003 Payroll Direct Costs:			<u><u>\$2,514.38</u></u>		<u><u>\$1,582.32</u></u>

TRAVEL DIRECT COSTS

Traveler/Vendor Name	Travel Number	Treasury Schedule Date	Travel Costs	Ind. Rate (%)	Indirect Costs
LOSE, KATHERINE	TM0113246	05/29/2003	71.70	62.93%	45.12
			<u>\$71.70</u>		<u>\$45.12</u>
Total Fiscal Year 2003 Travel Direct Costs:			<u><u>\$71.70</u></u>		<u><u>\$45.12</u></u>

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OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
99317001	516000279C3	10/07/2002	94.00	0.00	62.93%	59.15
		03/31/2003	684.00	0.00	62.93%	430.44
		06/26/2003	41.00	0.00	62.93%	25.80
			<u>\$819.00</u>	<u>\$0.00</u>		<u>\$515.39</u>
Total Fiscal Year 2003 Other Direct Costs:			<u>\$819.00</u>	<u>0.00</u>		<u>\$515.39</u>
Total Fiscal Year 2003:				<u>\$3,405.08</u>		<u>\$2,142.83</u>

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
LOSE, KATHERINE	2004	03	25.73	62.93%	16.19
		06	64.31	62.93%	40.47
		07	115.75	62.93%	72.84
		08	38.57	62.93%	24.27
		09	132.00	62.93%	83.07
		15	80.90	62.93%	50.91
		16	202.25	62.93%	127.28
		17	215.73	62.93%	135.76
		18	215.73	62.93%	135.76
		19	53.93	62.93%	33.94
		20	269.67	62.93%	169.70
		21	188.77	62.93%	118.79

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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
LOSE, KATHERINE	2004	23	53.93	62.93%	33.94
			<u>\$1,657.27</u>		<u>\$1,042.92</u>
LUDZIA, PETER J.	2004	25	134.64	62.93%	84.73
			<u>\$134.64</u>		<u>\$84.73</u>
MILLER, PATRICIA C.	2004	09	57.82	62.93%	36.39
		16	29.55	62.93%	18.60
		19	88.66	62.93%	55.79
		25	88.66	62.93%	55.79
		26	118.22	62.93%	74.40
			<u>\$382.91</u>		<u>\$240.97</u>
RUNDELL, BRUCE M.	2004	15	337.97	62.93%	212.68
			<u>\$337.97</u>		<u>\$212.68</u>
Total Fiscal Year 2004 Payroll Direct Costs:			<u><u>\$2,512.79</u></u>		<u><u>\$1,581.30</u></u>

TRAVEL DIRECT COSTS

Traveler/Vendor Name	Travel Number	Treasury Schedule Date	Travel Costs	Ind. Rate (%)	Indirect Costs
LOSE, KATHERINE	TM0246699	09/15/2004	86.90	62.93%	54.69
			<u>\$86.90</u>		<u>\$54.69</u>
Total Fiscal Year 2004 Travel Direct Costs:			<u><u>\$86.90</u></u>		<u><u>\$54.69</u></u>

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OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-S3-0002	OPT#0312	08/12/2004	23.86	9.94	62.93%	21.27
	OPT#0401	09/02/2004	36.02	15.01	62.93%	32.11
	OPT#0402	09/24/2004	0.69	0.29	62.93%	0.62
			<u>\$60.57</u>	<u>\$25.24</u>		<u>\$54.00</u>
99317001	516000279A1	12/31/2003	47.00	0.00	62.93%	29.58
		06/23/2004	156.00	0.00	62.93%	98.17
		09/28/2004	699.00	0.00	62.93%	439.88
			<u>\$902.00</u>	<u>\$0.00</u>		<u>\$567.63</u>
Total Fiscal Year 2004 Other Direct Costs:			<u>\$962.57</u>	<u>25.24</u>		<u>\$621.63</u>
Total Fiscal Year 2004:			<u>\$3,587.50</u>			<u>\$2,257.62</u>

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALLEN, SONDR	2005	27	10.01	62.93%	6.30
			<u>\$10.01</u>		<u>\$6.30</u>
BARRON, JAMES W.	2005	03	312.56	62.93%	196.69
			<u>\$312.56</u>		<u>\$196.69</u>

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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
DONOVAN, RUTH ANN M.	2005	15	14.30	62.93%	9.00
			<u>\$14.30</u>		<u>\$9.00</u>
DOUGHERTY, MEGAN	2005	10	147.94	62.93%	93.10
			<u>\$147.94</u>		<u>\$93.10</u>
IOVEN, DAWN A.	2005	13	126.49	62.93%	79.60
		19	259.98	62.93%	163.61
			<u>\$386.47</u>		<u>\$243.21</u>
LOSE, KATHERINE	2005	02	83.39	62.93%	52.48
		03	1,306.11	62.93%	821.94
		04	583.58	62.93%	367.25
		05	694.75	62.93%	437.21
		07	55.60	62.93%	34.99
			<u>\$2,723.43</u>		<u>\$1,713.87</u>
LOWE, JILL	2005	18	313.86	62.93%	197.51
			<u>\$313.86</u>		<u>\$197.51</u>
LUDZIA, PETER J.	2005	04	192.92	62.93%	121.40
		15	35.08	62.93%	22.08
		18	385.92	62.93%	242.86
		19	280.67	62.93%	176.63
		20	175.41	62.93%	110.39

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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
LUDZIA, PETER J.	2005	21	70.16	62.93%	44.15
			<u>\$1,140.16</u>		<u>\$717.51</u>
MAHONEY, MICHAEL H.	2005	15	26.89	62.93%	16.92
		16	26.90	62.93%	16.93
			<u>\$53.79</u>		<u>\$33.85</u>
MELLON, MATTHEW T.	2005	04	248.01	62.93%	156.07
		08	103.33	62.93%	65.03
		10	987.81	62.93%	621.63
		11	42.93	62.93%	27.02
			751.58	62.93%	472.97
		12	1,374.34	62.93%	864.87
		13	1,116.63	62.93%	702.70
		14	2,018.56	62.93%	1,270.28
		15	2,533.91	62.93%	1,594.59
		17	1,052.23	62.93%	662.17
		18	64.42	62.93%	40.54
		19	1,352.84	62.93%	851.34
		20	1,481.69	62.93%	932.43
		21	257.68	62.93%	162.16
		22	85.88	62.93%	54.04
		25	20.69	62.93%	13.02
			41.35	62.93%	26.02

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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
MELLON, MATTHEW T.	2005	26	82.71	62.93%	52.05
			<u>\$13,616.59</u>		<u>\$8,568.93</u>
MILLER, PATRICIA C.	2005	04	294.07	62.93%	185.06
		16	129.42	62.93%	81.44
		18	161.77	62.93%	101.80
		19	194.11	62.93%	122.15
		20	258.84	62.93%	162.89
		21	129.41	62.93%	81.44
			<u>\$1,167.62</u>		<u>\$734.78</u>
RUNDELL, BRUCE M.	2005	04	226.18	62.93%	142.34
		19	587.31	62.93%	369.59
			<u>\$813.49</u>		<u>\$511.93</u>
SCHULTZ, MARY E.	2005	13	110.94	62.93%	69.81
			<u>\$110.94</u>		<u>\$69.81</u>
SOSINSKI, PATRICIA F.	2005	13	76.48	62.93%	48.13
			<u>\$76.48</u>		<u>\$48.13</u>
Total Fiscal Year 2005 Payroll Direct Costs:			<u><u>\$20,887.64</u></u>		<u><u>\$13,144.62</u></u>

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OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
59A069NNSA5	13657	05/23/2005	648.00	0.00	62.93%	407.79
	13683	05/26/2005	386.00	0.00	62.93%	242.91
			<u>\$1,034.00</u>	<u>\$0.00</u>		<u>\$650.70</u>
59A070NNSA5	13684	05/26/2005	872.00	0.00	62.93%	548.75
			<u>\$872.00</u>	<u>\$0.00</u>		<u>\$548.75</u>
68-S3-0002	OPT#0404	12/21/2004	131.78	54.90	62.93%	117.48
	OPT#0406	02/16/2005	57.22	23.84	62.93%	51.01
	OPT#0407	03/04/2005	195.30	81.36	62.93%	174.10
	OPT#0408	03/25/2005	544.25	226.74	62.93%	485.18
	OPT#0409	05/11/2005	6,871.95	2,862.88	62.93%	6,126.13
	OPT#0410	06/09/2005	3,594.77	1,497.60	62.93%	3,204.63
	OPT#0411	06/27/2005	1,448.55	603.47	62.93%	1,291.34
	OPT#0412	08/16/2005	636.76	265.28	62.93%	567.65
	OPT#0413	09/15/2005	41.50	17.29	62.93%	37.00
			<u>\$13,522.08</u>	<u>\$5,633.36</u>		<u>\$12,054.52</u>
68-W0-1018	3R230305	06/02/2005	1,732.99	2,164.54	62.93%	2,452.72
	3R230405	07/01/2005	19.58	24.46	62.93%	27.71
			<u>\$1,752.57</u>	<u>\$2,189.00</u>		<u>\$2,480.43</u>
68-W0-1034	1-17	06/08/2005	417.66	222.00	62.93%	402.54

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EPA Indirect Costs

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CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W0-1034	1-18	07/13/2005	34.81	18.50	62.93%	33.55
			<u>\$452.47</u>	<u>\$240.50</u>		<u>\$436.09</u>
68-W0-1040	70114	05/25/2005	743.28	395.08	62.93%	716.37
			<u>\$743.28</u>	<u>\$395.08</u>		<u>\$716.37</u>
68-W0-2060	5MC00Y6	05/18/2005	900.00	478.38	62.93%	867.41
			<u>\$900.00</u>	<u>\$478.38</u>		<u>\$867.41</u>
68-W0-3019	50069	05/23/2005	1,752.00	931.25	62.93%	1,688.57
			<u>\$1,752.00</u>	<u>\$931.25</u>		<u>\$1,688.57</u>
68-W0-4007	5MC1AH4	05/18/2005	765.00	406.63	62.93%	737.31
			<u>\$765.00</u>	<u>\$406.63</u>		<u>\$737.31</u>
99317001	516000279A1	12/30/2004	416.00	0.00	62.93%	261.79
		03/23/2005	369.00	0.00	62.93%	232.21
		05/27/2005	394.00	0.00	62.93%	247.94
			<u>\$1,179.00</u>	<u>\$0.00</u>		<u>\$741.94</u>

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EPA Indirect Costs

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Interest from 02/14/2000 to 08/01/2006

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
A5BK0000148	647967	02/25/2005	856.80	0.00	62.93%	539.18
			\$856.80	\$0.00		\$539.18
Total Fiscal Year 2005 Other Direct Costs:			\$23,829.20	10,274.20		\$21,461.27
Total Fiscal Year 2005:				\$54,991.04		\$34,605.89

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALLEN, SONDRRA	2006	06	50.14	62.93%	31.55
		08	30.08	62.93%	18.93
		10	124.30	62.93%	78.22
		11	20.70	62.93%	13.03
		13	31.08	62.93%	19.56
		14	41.44	62.93%	26.08
			\$297.74		\$187.37
DAPPOLONE, ANTHONY T.	2006	03	126.94	62.93%	79.88
		06	15.87	62.93%	9.99
		07	15.87	62.93%	9.99
		09	16.38	62.93%	10.31
		16	16.36	62.93%	10.30
			\$191.42		\$120.47

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EPA Indirect Costs

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Interest from 02/14/2000 to 08/01/2006

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
DELEON-RAMOS, MILAGROS	2006	17	11.72	62.93%	7.38
		18	469.26	62.93%	295.31
			<u>\$480.98</u>		<u>\$302.69</u>
DONOVAN, JOSEPH J.C.	2006	20	17.73	62.93%	11.16
		22	17.73	62.93%	11.16
			<u>\$35.46</u>		<u>\$22.32</u>
JANSON, LAURA	2006	22	18.68	62.93%	11.76
			<u>\$18.68</u>		<u>\$11.76</u>
KELLY, DARLENE F.	2006	18	78.68	62.93%	49.51
		20	13.11	62.93%	8.25
		22	26.14	62.93%	16.45
			<u>\$117.93</u>		<u>\$74.21</u>
MELLON, MATTHEW T.	2006	02	82.64	62.93%	52.01
		03	495.86	62.93%	312.04
		04	495.86	62.93%	312.04
		05	289.25	62.93%	182.03
		06	123.96	62.93%	78.01
		07	123.99	62.93%	78.03
		08	41.32	62.93%	26.00
		09	21.34	62.93%	13.43
		10	10.67	62.93%	6.71

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EPA Indirect Costs

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MELLON, MATTHEW T.	2006	11	170.80	62.93%	107.48
		12	555.07	62.93%	349.31
		13	42.70	62.93%	26.87
		14	170.80	62.93%	107.48
		20	704.47	62.93%	443.32
		21	128.09	62.93%	80.61
			<u>\$3,456.82</u>		<u>\$2,175.37</u>
MELVIN, KAREN M.	2006	20	19.25	62.93%	12.11
			<u>\$19.25</u>		<u>\$12.11</u>
MILLER, PATRICIA C.	2006	20	17.96	62.93%	11.30
			<u>\$17.96</u>		<u>\$11.30</u>
SANCHEZ, ROBERT J.	2006	22	40.51	62.93%	25.49
			<u>\$40.51</u>		<u>\$25.49</u>
SCHAUL, PETER W.	2006	03	93.08	62.93%	58.58
		11	19.25	62.93%	12.11
			<u>\$112.33</u>		<u>\$70.69</u>
THOMAS, TANYA Y.	2006	11	24.93	62.93%	15.69
			<u>\$24.93</u>		<u>\$15.69</u>
Total Fiscal Year 2006 Payroll Direct Costs:			<u><u>\$4,814.01</u></u>		<u><u>\$3,029.47</u></u>

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EPA Indirect Costs

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CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-S3-0002	OPT#0415	01/20/2006	41.89	17.45	62.93%	37.34
			<u>\$41.89</u>	<u>\$17.45</u>		<u>\$37.34</u>
99317001	516000279A1	03/02/2006	368.00	0.00	62.93%	231.58
		04/12/2006	302.00	0.00	62.93%	190.05
		06/23/2006	59.00	0.00	62.93%	37.13
			<u>\$729.00</u>	<u>\$0.00</u>		<u>\$458.76</u>
Total Fiscal Year 2006 Other Direct Costs:			<u>\$770.89</u>	<u>17.45</u>		<u>\$496.10</u>
Total Fiscal Year 2006:			<u>\$5,602.35</u>			<u>\$3,525.57</u>
Total EPA Indirect Costs						<u>\$49,847.75</u>

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Interest Cost Summary

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

Interest accrued beginning 02/14/2000 through 08/01/2006

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

<u>Fiscal Year</u>	<u>Costs (\$)</u>	<u>Interest Rate (%)</u>	<u>Interest (\$)</u>	<u>Cumulative Interest (\$)</u>
2000		5.30%	0.00	0.00
2001	12,140.14	6.18%	205.15	205.15
2002	9,073.87	3.35%	596.85	802.00
2003	5,526.96	1.47%	354.22	1,156.22
2004	5,866.07	1.27%	374.79	1,531.01
2005	89,580.62	2.21%	1,575.29	3,106.30
2006	9,144.23	4.11%	4,441.65	7,547.95
Total Interest Costs	<u>\$131,331.89</u>		<u>\$7,547.95</u>	

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Detailed Interest Cost

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

Interest accrued beginning 02/14/2000 through 08/01/2006

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2000 (Annual Rate: 5.3%)										
Demand Letter Data										
			0.00	0.00	0.00	02/14/2000	10/01/2000	230	0.00	0.00
Totals for Fiscal Year 2000										
		0.00							0.00	0.00
Fiscal Year 2001 (Annual Rate: 6.18%)										
Prior FY Interest										
Indirect	FY 2001 PP 13	169.98	0.00	0.00	0.00	10/01/2000	04/03/2001	184	0.00	0.00
Payroll	FY 2001 PP 13	308.67	478.65	0.00	478.65	04/03/2001	04/11/2001	8	0.65	0.65
Indirect Voucher	99317001 0335-1010	359.61				04/11/2001				
Voucher Schedule Date	99317001 0335-1010	653.00	1,012.61	478.65	1,491.26	04/11/2001	04/17/2001	6	1.51	2.16
Indirect	FY 2001 PP 14	246.51				04/17/2001				
Payroll	FY 2001 PP 14	447.62	694.13	1,491.26	2,185.39	04/17/2001	05/01/2001	14	5.18	7.34
Indirect	FY 2001 PP 15	188.02				05/01/2001				
Payroll	FY 2001 PP 15	341.40	529.42	2,185.39	2,714.81	05/01/2001	05/29/2001	28	12.87	20.21
Indirect	FY 2001 PP 17	17.28				05/29/2001				
Payroll	FY 2001 PP 17	31.37	48.65	2,714.81	2,763.46	05/29/2001	06/12/2001	14	6.55	26.76
Indirect	FY 2001 PP 18	12.19				06/12/2001				
Payroll	FY 2001 PP 18	22.13	34.32	2,763.46	2,797.78	06/12/2001	06/26/2001	14	6.63	33.39
Indirect	FY 2001 PP 19	197.19				06/26/2001				
Payroll	FY 2001 PP 19	359.07	555.26	2,797.78	3,353.04	06/26/2001	07/03/2001	7	3.97	37.36
Indirect Voucher	99317001 EPA-0335-1012	2,607.01				07/03/2001				
Voucher Schedule Date	99317001 EPA-0335-1012	4,734.00	7,341.01	3,353.04	10,694.05	07/03/2001	07/10/2001	7	12.67	50.03
Indirect	FY 2001 PP 20	30.88				07/10/2001				

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Detailed Interest Cost

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

Interest accrued beginning 02/14/2000 through 08/01/2006

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2001 (Annual Rate: 6.18%)										
Payroll	FY 2001 PP 20	56.08	88.96	10,694.05	10,781.01	07/10/2001	07/24/2001	14	25.56	75.59
Indirect	FY 2001 PP 21	12.19				07/24/2001				
Payroll	FY 2001 PP 21	22.13	34.32	10,781.01	10,815.33	07/24/2001	09/04/2001	42	76.91	152.50
Indirect	FY 2001 PP 24	154.61				09/04/2001				
Payroll	FY 2001 PP 24	280.76	435.37	10,815.33	11,250.70	09/04/2001	09/18/2001	14	26.67	179.17
Indirect	FY 2001 PP 25	186.21				09/18/2001				
Payroll	FY 2001 PP 25	338.13	524.34	11,250.70	11,775.04	09/18/2001	09/30/2001	12	23.92	203.09
Indirect Voucher	DW15796801D FY 2001	129.66				09/30/2001				
Voucher Schedule Date	DW15796801D FY 2001	235.44	365.10	11,775.04	12,140.14	09/30/2001	10/01/2001	1	2.08	205.15
Totals for Fiscal Year 2001		12,140.14							205.15	205.15
Fiscal Year 2002 (Annual Rate: 3.35%)										
Prior FY Interest		205.15	205.15	12,140.14	12,345.29	10/01/2001	10/02/2001	1	1.13	1.13
Indirect	FY 2001 PP 26	25.40				10/02/2001				
Payroll	FY 2001 PP 26	46.12	71.52	12,345.29	12,416.81	10/02/2001	10/30/2001	28	31.91	33.04
Indirect	FY 2002 PP 02	22.51				10/30/2001				
Payroll	FY 2002 PP 02	45.51	68.02	12,416.81	12,484.83	10/30/2001	11/13/2001	14	16.04	49.08
Indirect	FY 2002 PP 03	22.51				11/13/2001				
Payroll	FY 2002 PP 03	45.51	68.02	12,484.83	12,552.85	11/13/2001	11/27/2001	14	16.13	65.21
Indirect	FY 2002 PP 04	22.51				11/27/2001				
Payroll	FY 2002 PP 04	45.51	68.02	12,552.85	12,620.87	11/27/2001	12/17/2001	20	23.17	88.38
Indirect Voucher	99317001 516000279C1	1,632.67				12/17/2001				

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Detailed Interest Cost

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Interest accrued beginning 02/14/2000 through 08/01/2006

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Reconciliation	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2002 (Annual Rate: 3.35%)										
Voucher Schedule Date	98317001 516000279C1	3,301.00	4,833.67	12,620.87	17,554.54	12/17/2001	12/19/2001	2	3.22	91.60
Indirect Voucher	98317001 516000279C3	67.27				12/19/2001				
Voucher Schedule Date	98317001 516000279C3	136.00	203.27	17,554.54	17,757.81	12/19/2001	02/19/2002	62	101.05	192.65
Indirect	FY 2002 PP 10	29.81				02/19/2002				
Payroll	FY 2002 PP 10	60.27	90.08	17,757.81	17,847.89	02/19/2002	03/05/2002	14	22.93	215.58
Indirect	FY 2002 PP 11	59.23				03/05/2002				
Payroll	FY 2002 PP 11	119.76	178.99	17,847.89	18,026.88	03/05/2002	04/02/2002	28	46.33	261.91
Indirect	FY 2002 PP 13	23.82				04/02/2002				
Payroll	FY 2002 PP 13	48.16	71.98	18,026.88	18,098.86	04/02/2002	04/16/2002	14	23.26	285.17
Indirect	FY 2002 PP 14	23.95				04/16/2002				
Payroll	FY 2002 PP 14	48.43	72.38	18,098.86	18,171.24	04/16/2002	04/30/2002	14	23.35	308.52
Indirect	FY 2002 PP 15	28.59				04/30/2002				
Payroll	FY 2002 PP 15	57.80	88.39	18,171.24	18,257.63	04/30/2002	05/28/2002	28	46.92	355.44
Indirect	FY 2002 PP 17	106.63				05/28/2002				
Payroll	FY 2002 PP 17	215.59	322.22	18,257.63	18,579.85	05/28/2002	06/11/2002	14	23.87	379.31
Indirect	FY 2002 PP 18	35.54				06/11/2002				
Payroll	FY 2002 PP 18	71.85	107.39	18,579.85	18,687.24	06/11/2002	06/21/2002	10	17.15	396.46
Indirect Voucher	98317001 516000279C3	874.45				06/21/2002				
Voucher Schedule Date	98317001 516000279C3	1,768.00	2,642.45	18,687.24	21,329.69	06/21/2002	06/25/2002	4	7.83	404.29
Indirect	FY 2002 PP 19	5.92				06/25/2002				
Payroll	FY 2002 PP 19	11.96	17.88	21,329.69	21,347.57	06/25/2002	07/09/2002	14	27.43	431.72
Indirect	FY 2002 PP 20	23.69				07/09/2002				

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Detailed Interest Cost

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

Interest accrued beginning 02/14/2000 through 08/01/2006

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2002 (Annual Rate: 3.35%)										
Payroll	FY 2002 PP 20	47.90	71.59	21,347.57	21,419.16	07/09/2002	10/01/2002	84	165.13	598.85
Totals for Fiscal Year 2002		9,278.02							598.85	802.00
Fiscal Year 2003 (Annual Rate: 1.47%)										
Prior FY Interest										
Indirect Voucher	99317001 516000279C3	59.15	598.85	21,419.16	22,016.01	10/01/2002	10/07/2002	6	5.32	5.32
Voucher Schedule Date	99317001 516000279C3	94.00	163.15	22,016.01	22,169.16	10/07/2002	11/26/2002	50	44.64	49.96
Indirect	FY 2003 PP 04	7.74				11/26/2002				
Payroll	FY 2003 PP 04	12.30	20.04	22,169.16	22,189.20	11/26/2002	12/10/2002	14	12.51	62.47
Indirect	FY 2003 PP 05	15.49				12/10/2002				
Payroll	FY 2003 PP 05	24.61	40.10	22,189.20	22,229.30	12/10/2002	01/07/2003	28	25.07	87.54
Indirect	FY 2003 PP 07	7.74				01/07/2003				
Payroll	FY 2003 PP 07	12.30	20.04	22,229.30	22,249.34	01/07/2003	01/21/2003	14	12.54	100.08
Indirect	FY 2003 PP 08	162.62				01/21/2003				
Payroll	FY 2003 PP 08	258.42	421.04	22,249.34	22,670.38	01/21/2003	02/04/2003	14	12.78	112.86
Indirect	FY 2003 PP 08	7.99				02/04/2003				
Payroll	FY 2003 PP 09	12.70	20.69	22,670.38	22,691.07	02/04/2003	03/04/2003	28	25.59	138.45
Indirect	FY 2003 PP 11	80.02				03/04/2003				
Payroll	FY 2003 PP 11	127.16	207.18	22,691.07	22,898.25	03/04/2003	03/18/2003	14	12.91	151.36
Indirect	FY 2003 PP 12	48.03				03/18/2003				
Payroll	FY 2003 PP 12	76.32	124.35	22,898.25	23,022.60	03/18/2003	03/31/2003	13	12.05	163.41
Indirect Voucher	99317001 516000279C3	430.44				03/31/2003				

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Detailed-Interest Cost

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CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2003 (Annual Rate: 1.47%)										
Voucher Schedule Date	98317001 516000279C3									
Indirect	FY 2003 PP 13	684.00	1,114.44	23,022.60	24,137.04	03/31/2003	04/01/2003	1	0.97	164.38
Payroll	FY 2003 PP 13	32.01				04/01/2003				
Indirect	FY 2003 PP 14	50.86	82.87	24,137.04	24,219.91	04/01/2003	04/15/2003	14	13.66	178.04
Payroll	FY 2003 PP 14	40.47				04/15/2003				
Indirect	FY 2003 PP 16	64.31	104.78	24,219.91	24,324.69	04/15/2003	05/13/2003	28	27.43	205.47
Payroll	FY 2003 PP 16	24.29				05/13/2003				
Indirect	FY 2003 PP 17	38.60	62.89	24,324.69	24,387.58	05/13/2003	05/27/2003	14	13.75	219.22
Payroll	FY 2003 PP 17	16.19				05/27/2003				
Indirect	FY 2003 PP 17	25.72	41.91	24,387.58	24,429.49	05/27/2003	05/29/2003	2	1.97	221.19
Indirect Travel	TM0113246	45.12				05/29/2003				
Travel	TM0113246	71.70	116.82	24,429.49	24,546.31	05/29/2003	06/10/2003	12	11.86	233.05
Indirect	FY 2003 PP 18	453.27				06/10/2003				
Payroll	FY 2003 PP 18	720.28	1,173.55	24,546.31	25,719.86	06/10/2003	06/24/2003	14	14.50	247.55
Indirect	FY 2003 PP 19	113.32				06/24/2003				
Payroll	FY 2003 PP 19	180.07	293.39	25,719.86	26,013.25	06/24/2003	06/26/2003	2	2.10	249.65
Indirect Voucher	98317001 516000279C3	25.80				06/26/2003				
Voucher Schedule Date	98317001 516000279C3									
Indirect	FY 2003 PP 20	41.00	66.80	26,013.25	26,080.05	06/26/2003	07/08/2003	12	12.60	262.25
Payroll	FY 2003 PP 20	89.03				07/08/2003				
Indirect	FY 2003 PP 21	141.47	230.50	26,080.05	26,310.55	07/08/2003	07/22/2003	14	14.83	277.08
Payroll	FY 2003 PP 21	8.11				07/22/2003				
Indirect	FY 2003 PP 22	12.88	20.99	26,310.55	26,331.54	07/22/2003	08/05/2003	14	14.85	291.93
Payroll	FY 2003 PP 22	138.23				08/05/2003				

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Interest accrued beginning 02/14/2000 through 08/01/2006

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2003 (Annual Rate: 1.47%)										
Payroll	FY 2003 PP 22	219.64	357.87	28,331.54	28,689.41	08/05/2003	08/19/2003	14	15.06	306.98
Indirect	FY 2003 PP 23	98.49				08/19/2003				
Payroll	FY 2003 PP 23	158.51	255.00	28,688.41	28,944.41	08/19/2003	09/02/2003	14	15.19	322.17
Indirect	FY 2003 PP 24	182.61				09/02/2003				
Payroll	FY 2003 PP 24	290.18	472.79	26,944.41	27,417.20	09/02/2003	09/16/2003	14	15.48	337.63
Indirect	FY 2003 PP 25	16.20				09/16/2003				
Payroll	FY 2003 PP 25	25.74	41.94	27,417.20	27,459.14	09/16/2003	09/30/2003	14	15.48	353.11
Indirect	FY 2003 PP 26	32.38				09/30/2003				
Payroll	FY 2003 PP 26	51.45	83.83	27,459.14	27,542.97	09/30/2003	10/01/2003	1	1.11	354.22
Totals for Fiscal Year 2003		6,123.81							354.22	1,156.22
Fiscal Year 2004 (Annual Rate: 1.27%)										
Prior FY Interest		354.22	354.22	27,542.97	27,897.19	10/01/2003	10/14/2003	13	12.58	12.58
Indirect	FY 2003 PP 27	8.09				10/14/2003				
Payroll	FY 2003 PP 27	12.86	20.95	27,897.19	27,918.14	10/14/2003	11/11/2003	28	27.12	38.70
Indirect	FY 2004 PP 03	16.19				11/11/2003				
Payroll	FY 2004 PP 03	25.73	41.92	27,918.14	27,960.06	11/11/2003	12/23/2003	42	40.75	80.45
Indirect	FY 2004 PP 06	40.47				12/23/2003				
Payroll	FY 2004 PP 06	64.31	104.78	27,960.06	28,064.84	12/23/2003	12/31/2003	8	7.79	88.24
Indirect Voucher	99317001 516000279A1	29.58				12/31/2003				
Voucher Schedule Date	99317001 516000279A1	47.00	76.58	28,064.84	28,141.42	12/31/2003	01/08/2004	6	5.86	94.10
Indirect	FY 2004 PP 07	72.84				01/08/2004				

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Interest accrued beginning 02/14/2000 through 08/01/2006

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2004 (Annual Rate: 1.27%)										
Payroll	FY 2004 PP 07	115.75	188.59	28,141.42	28,330.01	01/06/2004	01/20/2004	14	13.76	107.86
Indirect	FY 2004 PP 08	24.27				01/20/2004				
Payroll	FY 2004 PP 08	38.57	62.84	28,330.01	28,382.85	01/20/2004	02/03/2004	14	13.79	121.65
Indirect	FY 2004 PP 09	119.46				02/03/2004				
Payroll	FY 2004 PP 09	189.82	309.28	28,382.85	28,702.13	02/03/2004	04/27/2004	84	83.66	205.31
Indirect	FY 2004 PP 15	263.59				04/27/2004				
Payroll	FY 2004 PP 15	418.87	682.46	28,702.13	29,384.59	04/27/2004	05/11/2004	14	14.27	219.58
Indirect	FY 2004 PP 16	145.88				05/11/2004				
Payroll	FY 2004 PP 16	231.80	377.68	29,384.59	29,762.27	05/11/2004	05/25/2004	14	14.46	234.04
Indirect	FY 2004 PP 17	135.76				05/25/2004				
Payroll	FY 2004 PP 17	215.73	351.49	29,762.27	30,113.76	05/25/2004	06/08/2004	14	14.63	248.67
Indirect	FY 2004 PP 18	135.76				06/08/2004				
Payroll	FY 2004 PP 18	215.73	351.49	30,113.76	30,465.25	06/08/2004	08/22/2004	14	14.80	263.47
Indirect	FY 2004 PP 19	89.73				08/22/2004				
Payroll	FY 2004 PP 19	142.59	232.32	30,465.25	30,697.57	06/22/2004	08/23/2004	1	1.07	264.54
Indirect Voucher	99317001 516000279A1	98.17				08/23/2004				
Voucher Schedule Data	99317001 516000279A1	156.00	254.17	30,697.57	30,951.74	06/23/2004	07/06/2004	13	13.96	278.50
Indirect	FY 2004 PP 20	169.70				07/06/2004				
Payroll	FY 2004 PP 20	269.67	438.37	30,951.74	31,391.11	07/06/2004	07/20/2004	14	15.25	293.75
Indirect	FY 2004 PP 21	118.79				07/20/2004				
Payroll	FY 2004 PP 21	188.77	307.56	31,391.11	31,698.67	07/20/2004	08/12/2004	23	25.30	319.05
Indirect Voucher	68-S3-0002 OPT#0312	21.27				08/12/2004				

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Interest from 02/14/2000 to 08/01/2006

Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2004 (Annual Rate: 1.27%)										
Voucher Schedule Date	68-S3-0002 OPT#0312	33.80	55.07	31,698.67	31,753.74	08/12/2004	08/17/2004	5	5.51	324.56
Indirect	FY 2004 PP 23	33.94				08/17/2004				
Payroll	FY 2004 PP 23	53.93	87.87	31,753.74	31,841.61	08/17/2004	09/02/2004	16	17.68	342.24
Indirect Voucher	68-S3-0002 OPT#0401	32.11				09/02/2004				
Voucher Schedule Date	68-S3-0002 OPT#0401	51.03	83.14	31,841.61	31,924.75	09/02/2004	09/14/2004	12	13.29	355.53
Indirect	FY 2004 PP 25	140.52				09/14/2004				
Payroll	FY 2004 PP 25	223.30	363.82	31,924.75	32,288.57	09/14/2004	09/15/2004	1	1.12	356.65
Indirect Travel	TM0246689	54.69				09/15/2004				
Travel	TM0246689	86.90	141.59	32,288.57	32,430.16	09/15/2004	09/24/2004	9	10.13	366.78
Indirect Voucher	68-S3-0002 OPT#0402	0.62				09/24/2004				
Voucher Schedule Date	68-S3-0002 OPT#0402	0.98	1.60	32,430.16	32,431.76	09/24/2004	09/28/2004	4	4.50	371.28
Indirect Voucher	98317001 516000279A1	439.88				09/28/2004				
Voucher Schedule Date	98317001 516000279A1	699.00				09/28/2004				
Indirect	FY 2004 PP 26	74.40				09/28/2004				
Payroll	FY 2004 PP 26	118.22	1,331.50	32,431.76	33,763.26	09/28/2004	10/01/2004	3	3.51	374.79
Totals for Fiscal Year 2004		6,220.29							374.79	1,531.01
Fiscal Year 2005 (Annual Rate: 2.21%)										
Prior FY Interest		374.79	374.79	33,763.26	34,138.05	10/01/2004	10/26/2004	25	51.67	51.67
Indirect	FY 2005 PP 02	52.48				10/26/2004				
Payroll	FY 2005 PP 02	83.39	135.87	34,138.05	34,273.92	10/26/2004	11/09/2004	14	29.05	80.72
Indirect	FY 2005 PP 03	1,018.63				11/09/2004				

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Interest from 02/14/2000 to 08/01/2006

Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2005 (Annual Rate: 2.21%)										
Payroll	FY 2005 PP 03	1,618.67	2,637.30	34,273.92	36,911.22	11/09/2004	11/23/2004	14	31.29	112.01
Indirect	FY 2005 PP 04	972.12				11/23/2004				
Payroll	FY 2005 PP 04	1,544.76	2,516.88	36,911.22	39,428.10	11/23/2004	12/07/2004	14	33.42	145.43
Indirect	FY 2005 PP 05	437.21				12/07/2004				
Payroll	FY 2005 PP 05	694.75	1,131.96	38,428.10	40,560.06	12/07/2004	12/21/2004	14	34.38	179.81
Indirect Voucher	68-S3-0002 OPT#0404	117.48				12/21/2004				
Voucher Schedule Data	68-S3-0002 OPT#0404	186.68	304.16	40,560.06	40,864.22	12/21/2004	12/30/2004	9	22.27	202.08
Indirect Voucher	98317001 516000278A1	261.79				12/30/2004				
Voucher Schedule Data	98317001 516000278A1	416.00	677.79	40,864.22	41,542.01	12/30/2004	01/04/2005	5	12.58	214.66
Indirect	FY 2005 PP 07	34.99				01/04/2005				
Payroll	FY 2005 PP 07	55.60	90.59	41,542.01	41,632.60	01/04/2005	01/18/2005	14	35.29	249.95
Indirect	FY 2005 PP 08	65.03				01/18/2005				
Payroll	FY 2005 PP 08	103.33	168.38	41,632.60	41,800.96	01/18/2005	02/15/2005	28	70.87	320.82
Indirect	FY 2005 PP 10	714.73				02/15/2005				
Payroll	FY 2005 PP 10	1,135.75	1,850.48	41,800.96	43,651.44	02/15/2005	02/16/2005	1	2.84	323.46
Indirect Voucher	68-S3-0002 OPT#0406	51.01				02/16/2005				
Voucher Schedule Data	68-S3-0002 OPT#0406	81.06	132.07	43,651.44	43,783.51	02/16/2005	02/25/2005	9	23.88	347.32
Indirect Voucher	A5BK0000148 647967	539.18				02/25/2005				
Voucher Schedule Data	A5BK0000148 647967	856.80	1,395.98	43,783.51	45,179.49	02/25/2005	03/01/2005	4	10.94	358.26
Indirect	FY 2005 PP 11	469.99				03/01/2005				
Payroll	FY 2005 PP 11	784.51	1,294.50	45,179.49	46,473.99	03/01/2005	03/04/2005	3	8.44	366.70
Indirect Voucher	68-S3-0002 OPT#0407	174.10				03/04/2005				

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Interest from 02/14/2000 to 08/01/2006

Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2005 (Annual Rate: 2.21%)										
Voucher Schedule Date	68-S3-0002 OPT#0407	276.66	450.76	46,473.99	46,924.75	03/04/2005	03/15/2005	11	31.25	397.95
Indirect	FY 2005 PP 12	884.87				03/15/2005				
Payroll	FY 2005 PP 12	1,374.34	2,239.21	46,924.75	49,163.96	03/15/2005	03/23/2005	8	23.81	421.76
Indirect Voucher	98317001 516000279A1	232.21				03/23/2005				
Voucher Schedule Date	98317001 516000279A1	369.00	601.21	49,163.96	49,765.17	03/23/2005	03/25/2005	2	6.03	427.79
Indirect Voucher	68-S3-0002 OPT#0408	485.18				03/25/2005				
Voucher Schedule Date	68-S3-0002 OPT#0408	770.99	1,256.17	49,765.17	51,021.34	03/25/2005	03/28/2005	4	12.38	440.15
Indirect	FY 2005 PP 13	900.24				03/28/2005				
Payroll	FY 2005 PP 13	1,430.54	2,330.78	51,021.34	53,352.12	03/28/2005	04/12/2005	14	45.23	485.38
Indirect	FY 2005 PP 14	1,270.28				04/12/2005				
Payroll	FY 2005 PP 14	2,018.56	3,288.84	53,352.12	56,640.96	04/12/2005	04/26/2005	14	48.01	533.39
Indirect	FY 2005 PP 15	1,842.59				04/26/2005				
Payroll	FY 2005 PP 15	2,610.18	4,252.77	56,640.96	60,893.73	04/26/2005	05/10/2005	14	51.62	585.01
Indirect	FY 2005 PP 16	98.37				05/10/2005				
Payroll	FY 2005 PP 16	156.32	254.69	60,893.73	61,148.42	05/10/2005	05/11/2005	1	3.70	588.71
Indirect Voucher	68-S3-0002 OPT#0409	6,126.13				05/11/2005				
Voucher Schedule Date	68-S3-0002 OPT#0409	9,734.83	15,860.96	61,148.42	77,009.38	05/11/2005	05/18/2005	7	32.64	621.35
Indirect Voucher	68-WO-2060 5MC00Y6	867.41				05/18/2005				
Voucher Schedule Date	68-WO-2060 5MC00Y6	1,378.38				05/18/2005				
Indirect Voucher	68-WO-4007 5MC1AH4	737.31				05/18/2005				
Voucher Schedule Date	68-WO-4007 5MC1AH4	1,171.63	4,154.73	77,009.38	81,164.11	05/18/2005	05/23/2005	5	24.57	645.92
Indirect Voucher	59A069NNSA5 13657	407.79				05/23/2005				

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CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2005 (Annual Rate: 2.21%)										
Voucher Schedule Date	59A069NNSA5 13657	848.00				05/23/2005				
Indirect Voucher	68-WO-3019 50069	1,688.57				05/23/2005				
Voucher Schedule Date	68-WO-3019 50069	2,683.25	5,427.61	81,164.11	88,591.72	05/23/2005	05/24/2005	1	5.24	851.16
Indirect	FY 2005 PP 17	662.17				05/24/2005				
Payroll	FY 2005 PP 17	1,052.23	1,714.40	86,591.72	88,308.12	05/24/2005	05/25/2005	1	5.35	656.51
Indirect Voucher	68-WO-1040 70114	716.37				05/25/2005				
Voucher Schedule Date	68-WO-1040 70114	1,138.36	1,854.73	88,308.12	90,160.85	05/25/2005	05/26/2005	1	5.45	661.97
Indirect Voucher	59A069NNSA5 13683	242.91				05/26/2005				
Voucher Schedule Date	59A069NNSA5 13683	386.00				05/26/2005				
Indirect Voucher	59A070NNSA5 13684	548.75				05/26/2005				
Voucher Schedule Date	59A070NNSA5 13684	872.00	2,049.66	90,160.85	92,210.51	05/26/2005	05/27/2005	1	5.58	667.55
Indirect Voucher	98317001 516000279A1	247.94				05/27/2005				
Voucher Schedule Date	98317001 516000279A1	394.00	641.94	92,210.51	92,852.45	05/27/2005	06/02/2005	6	33.73	701.28
Indirect Voucher	68-WO-1018 3R230305	2,452.72				06/02/2005				
Voucher Schedule Date	68-WO-1018 3R230305	3,897.53	6,350.25	92,852.45	99,202.70	06/02/2005	06/08/2005	4	24.03	725.31
Indirect Voucher	68-WO-1034 1-17	402.54				06/08/2005				
Voucher Schedule Date	68-WO-1034 1-17	638.66	1,042.20	99,202.70	100,244.90	06/08/2005	06/07/2005	1	6.07	731.38
Indirect	FY 2005 PP 18	582.71				06/07/2005				
Payroll	FY 2005 PP 18	925.97	1,508.68	100,244.90	101,753.58	06/07/2005	06/09/2005	2	12.32	743.70
Indirect Voucher	68-S3-0002 OPT#0410	3,204.63				06/09/2005				
Voucher Schedule Date	68-S3-0002 OPT#0410	5,092.37	8,297.00	101,753.58	110,050.58	06/09/2005	06/21/2005	12	79.96	823.66
Indirect	FY 2005 PP 19	1,683.32				06/21/2005				

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CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2005 (Annual Rate: 2.21%)										
Payroll	FY 2005 PP 19	2,674.91	4,358.23	110,050.58	114,408.81	08/21/2005	06/27/2005	6	41.56	865.22
Indirect Voucher	68-S3-0002 OPT#0411	1,291.34				06/27/2005				
Voucher Schedule Date	68-S3-0002 OPT#0411	2,062.02	3,343.36	114,408.81	117,752.17	06/27/2005	07/01/2005	4	28.52	893.74
Indirect Voucher	68-W0-1018 3R230405	27.71				07/01/2005				
Voucher Schedule Date	68-W0-1018 3R230405	44.04	71.75	117,752.17	117,823.92	07/01/2005	07/05/2005	4	28.54	922.28
Indirect	FY 2005 PP 20	1,205.71				07/05/2005				
Payroll	FY 2005 PP 20	1,915.94	3,121.65	117,823.92	120,945.57	07/05/2005	07/13/2005	8	58.58	980.86
Indirect Voucher	68-W0-1034 1-18	33.55				07/13/2005				
Voucher Schedule Date	68-W0-1034 1-18	53.31	86.86	120,945.57	121,032.43	07/13/2005	07/19/2005	6	43.97	1,024.83
Indirect	FY 2005 PP 21	287.75				07/19/2005				
Payroll	FY 2005 PP 21	457.25	745.00	121,032.43	121,777.43	07/19/2005	08/02/2005	14	103.23	1,128.06
Indirect	FY 2005 PP 22	54.04				08/02/2005				
Payroll	FY 2005 PP 22	85.88	139.92	121,777.43	121,917.35	08/02/2005	08/16/2005	14	103.35	1,231.41
Indirect Voucher	68-S3-0002 OPT#0412	567.65				08/16/2005				
Voucher Schedule Date	68-S3-0002 OPT#0412	902.04	1,469.89	121,917.35	123,387.04	08/16/2005	09/13/2005	28	209.18	1,440.59
Indirect	FY 2005 PP 25	39.04				09/13/2005				
Payroll	FY 2005 PP 25	62.04	101.08	123,387.04	123,488.12	09/13/2005	09/15/2005	2	14.95	1,455.54
Indirect Voucher	68-S3-0002 OPT#0413	37.00				09/15/2005				
Voucher Schedule Date	68-S3-0002 OPT#0413	58.79	85.79	123,488.12	123,583.91	09/15/2005	09/27/2005	12	89.79	1,545.33
Indirect	FY 2005 PP 26	52.05				09/27/2005				

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Interest from 02/14/2000 to 08/01/2006

Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2005 (Annual Rate: 2.21%)										
Payroll	FY 2005 PP 26	82.71	134.76	123,583.91	123,718.67	09/27/2005	10/01/2005	4	29.96	1,575.29
Totals for Fiscal Year 2005		89,955.41							1,575.29	3,106.30
Fiscal Year 2006 (Annual Rate: 4.11%)										
Prior FY Interest		1,575.29	1,575.29	123,718.67	125,293.96	10/01/2005	10/11/2005	10	141.08	141.08
Indirect	FY 2005 PP 27	6.30				10/11/2005				
Payroll	FY 2005 PP 27	10.01	16.31	125,293.96	125,310.27	10/11/2005	10/25/2005	14	197.54	338.62
Indirect	FY 2006 PP 02	52.01				10/25/2005				
Payroll	FY 2006 PP 02	82.64	134.65	125,310.27	125,444.92	10/25/2005	11/08/2005	14	197.76	536.38
Indirect	FY 2006 PP 03	450.50				11/08/2005				
Payroll	FY 2006 PP 03	715.88	1,166.38	125,444.92	126,611.30	11/08/2005	11/22/2005	14	199.59	735.97
Indirect	FY 2006 PP 04	312.04				11/22/2005				
Payroll	FY 2006 PP 04	495.86	807.90	126,611.30	127,419.20	11/22/2005	12/06/2005	14	200.87	936.84
Indirect	FY 2006 PP 05	182.03				12/06/2005				
Payroll	FY 2006 PP 05	289.25	471.28	127,419.20	127,890.48	12/06/2005	12/20/2005	14	201.61	1,138.45
Indirect	FY 2006 PP 06	119.56				12/20/2005				
Payroll	FY 2006 PP 06	189.97	309.52	127,890.48	128,200.00	12/20/2005	01/03/2006	14	202.10	1,340.55
Indirect	FY 2006 PP 07	88.02				01/03/2006				
Payroll	FY 2006 PP 07	139.86	227.88	128,200.00	128,427.88	01/03/2006	01/17/2006	14	202.46	1,543.01
Indirect	FY 2006 PP 08	44.93				01/17/2006				
Payroll	FY 2006 PP 08	71.40	116.33	128,427.88	128,544.21	01/17/2006	01/20/2006	3	43.42	1,586.43
Indirect Voucher	68-S3-0002 OPT#0415	37.34				01/20/2006				

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Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2006 (Annual Rate: 4.11%)										
Voucher Schedule Data	68-S3-0002 OPT#0415	59.34	96.68	128,544.21	128,640.89	01/20/2006	01/31/2006	11	159.34	1,745.77
Indirect	FY 2006 PP 09	23.74				01/31/2006				
Payroll	FY 2006 PP 09	37.72	61.46	128,640.89	128,702.35	01/31/2006	02/14/2006	14	202.89	1,948.66
Indirect	FY 2006 PP 10	84.93				02/14/2006				
Payroll	FY 2006 PP 10	134.97	219.90	128,702.35	128,822.25	02/14/2006	02/28/2006	14	203.24	2,151.90
Indirect	FY 2006 PP 11	148.31				02/28/2006				
Payroll	FY 2006 PP 11	235.68	383.99	128,922.25	129,306.24	02/28/2006	03/02/2006	2	29.12	2,181.02
Indirect Voucher	99317001 516000279A1	231.58				03/02/2006				
Voucher Schedule Data	99317001 516000279A1	388.00	599.58	129,306.24	129,905.82	03/02/2006	03/14/2006	12	175.53	2,356.55
Indirect	FY 2006 PP 12	349.31				03/14/2006				
Payroll	FY 2006 PP 12	555.07	804.38	129,905.82	130,810.20	03/14/2006	03/28/2006	14	206.21	2,562.76
Indirect	FY 2006 PP 13	46.43				03/28/2006				
Payroll	FY 2006 PP 13	73.78	120.21	130,810.20	130,930.41	03/28/2006	04/11/2006	14	208.40	2,769.16
Indirect	FY 2006 PP 14	133.56				04/11/2006				
Payroll	FY 2006 PP 14	212.24	345.80	130,930.41	131,276.21	04/11/2006	04/12/2006	1	14.78	2,783.94
Indirect Voucher	99317001 516000279A1	190.05				04/12/2006				
Voucher Schedule Data	99317001 516000279A1	302.00	492.05	131,276.21	131,768.26	04/12/2006	05/09/2006	27	400.81	3,184.55
Indirect	FY 2006 PP 16	10.30				05/09/2006				
Payroll	FY 2006 PP 16	16.36	26.66	131,768.26	131,794.92	05/09/2006	05/23/2006	14	207.77	3,392.32
Indirect	FY 2006 PP 17	7.38				05/23/2006				
Payroll	FY 2006 PP 17	11.72	19.10	131,794.92	131,814.02	05/23/2006	06/06/2006	14	207.80	3,600.12
Indirect	FY 2006 PP 18	344.82				06/06/2006				

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Detailed Interest Cost

NATIONAL CASH REGISTER, MILLSBORO, DE SITE ID = 03 H8

Interest accrued beginning 02/14/2000 through 08/01/2006

CRP 121642 - Costs From 02/14/2001 Thru 08/01/2006

Interest from 02/14/2000 to 08/01/2006

Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2006 (Annual Rate: 4.11%)										
Payroll	FY 2006 PP 18	547.94	892.78	131,814.02	132,706.78	06/06/2006	06/23/2006	17	254.03	3,854.15
Indirect Voucher	98317001 516000278A1	37.13				06/23/2006				
Voucher Schedule Data	98317001 516000278A1	59.00	96.13	132,706.78	132,802.91	06/23/2006	07/04/2006	11	164.49	4,018.64
Indirect	FY 2006 PP 20	486.14				07/04/2006				
Payroll	FY 2006 PP 20	772.52	1,258.66	132,802.91	134,061.57	07/04/2006	07/18/2006	14	211.34	4,229.98
Indirect	FY 2006 PP 21	80.61				07/18/2006				
Payroll	FY 2006 PP 21	128.09	208.70	134,061.57	134,270.27	07/18/2006	08/01/2006	14	211.67	4,441.65
Indirect	FY 2006 PP 22	64.86				08/01/2006				
Payroll	FY 2006 PP 22	103.06				08/01/2006				
Totals for Fiscal Year 2006		10,719.52							4,441.65	7,547.95